

CAUSE NO. D150358C

HELEN CHANDLER	§	IN THE DISTRICT COURT
	§	
	§	
V.	§	_____ JUDICIAL COURT
	§	
STATE AUTO PROPERTY & CASUALTY	§	
INSURANCE COMPANY,	§	
KAREN SNAVELY, AND	§	
GARY CONNEL	§	TOM GREEN COUNTY, TEXAS

**PLAINTIFFS' ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

NOW Comes Helen Chandler, hereinafter referred to as "Plaintiff," complaining of Defendants, State Auto Property & Casualty Insurance Company, Karen Snavely and Gary Michael Connel (hereinafter collectively referred to as "Defendants") and hereby respectfully shows unto the Court and Jury as follows:

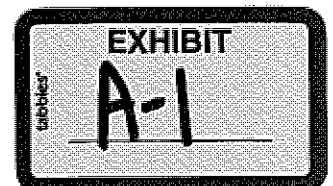
**I. DISCOVERY CONTROL PLAN**

Plaintiff intends for discovery to be conducted under Level 3 of Rule 190 of the Texas Rules of Civil Procedure. This case involves complex issues and will require extensive discovery. Therefore, Plaintiff asks the Court to order that discovery be conducted in accordance with a discovery control plan tailored to the particular circumstances of this suit.

**II. PARTIES**

Plaintiff, Helen Chandler, is an individual and resident of Texas.

Defendant, State Auto Property & Casualty Insurance Company ("State Auto"), is a foreign insurance company that, on information and belief, is licensed to conduct the business of insurance in Texas and/or has its principal place of business located in Texas. Additionally, one



or more of State Auto's "members" are citizens of Texas. It can be served with citation by serving its registered agent, the Corporation Service Company, by certified mail, return receipt requested, at 211 East 7th Street, Suite 620, Austin, TX 78701.

Defendant, Karen Snavelly ("Snavelly"), is a citizen of Ohio who can be served with process by certified mail, return receipt requested, at 6490 Crab Apple Dr., Canal Winchester, OH 43110, or wherever else she may be found.

Defendant, Gary Michael Connel ("Connel"), is a citizen of Texas who can be served with process by certified mail, return receipt requested, at 1801 Hickory Ridge Cove, Round Rock, TX 78665, or wherever else he may be found.

### **III. JURISDICTION AND VENUE**

This Court has jurisdiction over this case in that the amount in controversy exceeds the minimum jurisdictional limits of this Court.

Venue is mandatory and proper in Tom Green County, Texas, because all or a substantial part of the events giving rise to the lawsuit occurred in this county (*see* Tex. Civ. Prac. & Rem. Code §15.002) and the insured property that is the basis of this lawsuit is located in Tom Green County, Texas. *See* Tex. Ins. Code §2210.552 and Tex. Civ. Prac. & Rem. Code §15.032 (*see below*). Venue is proper and mandatory in Tom Green County against all the Defendants in this case because venue is mandatory and/or proper against at least one Defendant and all claims or actions in this case arise out of the same transaction, occurrence, or series of transaction or occurrences. *See* Tex. Civ. Prac. & Rem. Code §15.005.

### **IV. CONDITIONS PRECEDENT**

All conditions precedent to recovery have been performed, waived, or have occurred.

**V. FACTS**

- A. Plaintiff is the owner of insurance Policy Number HTX 0038248 issued by Defendant State Auto (hereinafter referred to as the "Policy").
- B. Plaintiff owned the insured property, which is specifically located at 2801 Hemlock Dr., San Angelo, Tom Green County, TX 76904 on May 7, 2014 (hereinafter referred to as the "Property").
- C. Defendant State Auto or its agent sold the Policy, insuring the Property, to Plaintiffs.
- D. On or about May 7, 2014, a wind and hailstorm struck the San Angelo, Texas area causing severe damage to homes and businesses throughout the area, including Plaintiff's Property.
- E. Plaintiff submitted a claim to State Auto against the Policy for roof damage and water damage the Property sustained as a result of the wind and hailstorm. Plaintiff asked that State Auto cover the cost of repairs to the Property pursuant to the Policy and any other available coverages under the Policy.
- F. Defendants have assigned claim number PR-0000000-058853 to Plaintiff's claim.
- G. Defendants Snavelly and Connel were the agents for State Auto and represented State in regard to Plaintiff's claim. Snavelly and Connel also adjusted the Plaintiff's claim by investigating, processing, evaluating, approving, and/or denying, in whole or in part, Plaintiffs' claim. As such, Snavelly and Connel acted as an insurance adjusters engaged in the business of insurance with respect to the Plaintiff's insurance claim. Therefore, Snavelly and Connel are "persons" who are individually liable for their unfair methods of competition or unfair or deceptive acts or practices under the Texas Insurance Code and the DTPA. Furthermore, Snavelly and Connel acted as the agents and representatives for State in this claim.

H. Defendants Snavelly and Connel improperly adjusted the Plaintiff's claim. Defendants Snavelly and Connel conducted a substandard inspection, which are evidenced in their reports, which failed to include many of Plaintiff's damages.<sup>1</sup> Their estimates did not allow adequate funds to cover repairs to restore Plaintiff's home. Without limitation, Snavelly and Connel misrepresented the cause of, scope of, and cost to repair the damage to Plaintiff's Property, as well as the amount of and insurance coverage for Plaintiff's claim/loss under Plaintiff's insurance policy.<sup>2</sup> Snavelly and Connel made these and other misrepresentations to Plaintiff as well as to State Auto. Plaintiff and State Auto both relied on Snavelly's and Connel's misrepresentations, including but not limited those regarding the cause of, scope of, and cost to repair the damage to Plaintiff's Property, and Plaintiff has been damaged as a result of such reliance. Snavelly's and Connel's misrepresentations caused State Auto to underpay Plaintiff on her insurance claim and, as such, Plaintiff has not been able to properly and completely repair the damages to Plaintiff's property. This has caused additional, further damage to Plaintiff's property. Snavelly and Connel also advised Plaintiff as to how she could repair her Property so as to prevent further damage to the Plaintiff's Property.<sup>3</sup> This advice was negligent and false because it turns out Plaintiff could not properly repair her Property and prevent future damage by following Snavelly's and Connel's advice. Plaintiff's Property has sustained further damages as a result.

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<sup>1</sup> See Plaintiff's Exhibit "A" "B" and "C": Defendant Snavelly's Denial Letter dated June 30, 2014 and Defendant Connel's Adjustment Report dated June 30, 2014 and Haag Engineering Report Completed for Defendant dated September 12, 2014.

<sup>2</sup> *Id.*

<sup>3</sup> *Id.*

- I. Defendants State Auto and Snavelly misrepresented that the damages caused the wind and hailstorm were only \$229.95.<sup>4</sup> However, Defendants' representations were false because Plaintiff's wind and hailstorm damages exceed \$33,000.00 and were caused by a covered occurrence.
- J. Defendants State Auto and Connel misrepresented that the damages caused by the wind and hailstorm were under the policy deductible.<sup>5</sup> However, Defendants' representations were false because Plaintiff's wind and hailstorm damages exceed \$33,000.00 and were caused by a covered occurrence.
- K. Defendants State Auto, Snavelly and Connel failed to properly adjust the claims and Defendants have denied at least a portion of the claims without an adequate investigation, even though the Policy provided coverage for losses such as those suffered by Plaintiff.
- L. These false representations allowed Defendants to financially gain by wrongfully denying at least a portion of Plaintiff's claim.
- M. Plaintiff's claim(s) still remain unpaid and the Plaintiff still has not been able to properly repair the Property.
- N. Defendant State Auto failed to perform its contractual duty to adequately compensate Plaintiff under the terms of the Policy. Specifically, Defendant failed and refused to pay the full proceeds of the Policy, although due demand was made for proceeds to be paid in an amount sufficient to cover the damaged Property and all conditions precedent to recovery upon the Policy had been carried out and accomplished by Plaintiff. Defendant's conduct constitutes a breach of the insurance contract between Defendant and Plaintiff.

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<sup>4</sup> *Id.*

<sup>5</sup> *Id.*

- O. Defendants misrepresented to Plaintiff that the damage to the Property was not covered under the Policy, even though the damage was caused by a covered occurrence. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE Section 541.060(a)(1).
- P. Defendants failed to make an attempt to settle Plaintiff's claim in a fair manner, although they were aware of their liability to Plaintiff under the Policy. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE Section 541.060 (a)(2)(A).
- Q. Defendants failed to explain to Plaintiff the reasons for their offer of an inadequate settlement. Specifically, Defendants failed to offer Plaintiff adequate compensation, without any explanation why full payment was not being made. Furthermore, Defendants did not communicate that any future settlements or payments would be forthcoming to pay for the entire losses covered under the Policy, nor did they provide any explanation for the failure to adequately settle Plaintiff's claim. TEX. INS. CODE Section 541.060(a)(3).
- R. Defendants failed to affirm or deny coverage of Plaintiff's claim within a reasonable time. Specifically, Plaintiff did not receive timely indication of acceptance or rejection, regarding the full and entire claim, in writing from Defendants. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE Section 541.060(a)(4).
- S. Defendants refused to fully compensate Plaintiff, under the terms of the Policy, even though Defendants failed to conduct a reasonable investigation. Specifically, Defendants performed an outcome-oriented investigation of Plaintiff's claim, which resulted in a biased, unfair and inequitable evaluation of Plaintiff's losses to the Property. Defendants' conduct

constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE Section 541.060 (a)(7).

- T. Defendants failed to meet their obligations under the Texas Insurance Code regarding timely acknowledging Plaintiff's claim, beginning an investigation of Plaintiff's claim and requesting all information reasonably necessary to investigate Plaintiff's claim within the statutorily mandated deadline. Defendants' conduct constitutes violation of the Texas Insurance Code, Prompt Payment of Claims, TEX. INS. CODE Section 542.055.
- U. Defendants failed to accept or deny Plaintiff's full and entire claim within the statutory mandated deadline of receiving all necessary information. Defendants' conduct constitutes violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE Section 542.056.
- V. Defendants failed to meet their obligations under the Texas Insurance Code regarding payment of claim without delay. Specifically, Defendants have delayed full payment of Plaintiff's claim longer than allowed and, to date, Plaintiff has not yet received full payment for her claim. Defendants' conduct constitutes violation of the Texas Insurance Code, Prompt Payment of Claims, TEX. INS. CODE Section 542.058.
- W. From and after the time Plaintiff's claim was presented to Defendants, the liability of Defendants to pay the full claim in accordance with the terms of the Policy was reasonably clear. However, Defendants have refused to pay Plaintiff in full, despite there being no basis whatsoever on which a reasonable insurance company would have relied to deny the full payment. Defendants' conduct constitutes a breach of the common law duty of good faith and fair dealing.

X. As a result of Defendants' wrongful acts and omissions, Plaintiff was forced to retain the professional services of the attorney and law firm who is representing Plaintiff with respect to these causes of action.

Y. Plaintiff's experience is not an isolated case. The acts and omissions of Defendants committed in this case, or similar acts and omissions, occur with such frequency that they constitute a general business practice of Defendants with regard to handling these types of claims. Defendants' entire process is unfairly designed to reach favorable outcomes for the company at the expense of the policyholder.

## **VI. THEORIES OF LIABILITY**

### **A. Cause of Action for Breach of Contract Against State Auto**

Plaintiff realleges and incorporates by reference all previous and subsequent paragraphs herein.

According to the Insurance Policy that Plaintiffs purchased, State Auto has the duty to investigate and pay Plaintiff's policy benefits for claims made for covered damages, including additional benefits under the Policy, resulting from the wind and hailstorm. As a result of the wind and hailstorm and/or ensuing losses from the wind and hailstorm, both of which are covered perils under the Policy, Plaintiff's Property has been damaged.

Defendant's failure and refusal, as described above, to pay the adequate compensation as it is obligated to do under the terms of the Policy in question and under the laws of the State of Texas, constitutes a breach of Defendant's contract with Plaintiff. As a result of this breach of contract, Plaintiff has suffered the damages that are described in this petition.

### **B. Cause of Action for Violation of Section 542 Against State Auto, Snavelly and Connel**



Plaintiff realleges and incorporates by reference all previous and subsequent paragraphs herein.

Defendants' acts, omissions, failures and conduct that are described in this petition violate Section 542 of the Texas Insurance Code. Within the timeframe required after the receipt of either actual or written notice of Plaintiff's claim, Defendants did not request from Plaintiff any items, statements, and forms that they reasonably believed at that time would be required from Plaintiff for Plaintiff's claim. As a result, Defendants have violated Section 542 by failing to accept or reject Plaintiff's claim in writing within the statutory timeframe. Defendants also violated Section 542 by failing to pay Plaintiff's claim within the applicable statutory period. In addition, in the event it is determined Defendants owe Plaintiff any additional monies on Plaintiffs' claim, Defendants have automatically violated Section 542 in this case.

**C. DTPA Cause of Action Against State Auto, Snively and Connel**

Plaintiff realleges and incorporates by reference all previous and subsequent paragraphs herein.

Plaintiff incorporates all the allegations in this petition for this cause of action against Defendants under the provisions of the DTPA. Plaintiff is a consumer of goods and services provided by Defendants pursuant to the DTPA. Plaintiff has met all conditions precedent to bringing this cause of action against Defendants. Specifically, Defendants' violations of the DTPA include, without limitation, the following matters:

By their acts, omissions, failures, and conduct that are described in this petition, Defendants have violated Sections 17.46 (b)(2), (5), (7), (9), (12), (20) and (24) of the DTPA. In this respect, Defendants' violations include, without limitation, (1) their unreasonable delays in the investigation, adjustment and resolution of Plaintiff's claim, (2) their failure to give Plaintiff

the benefit of the doubt, and (3) their failure to pay for the proper repair of Plaintiff's home on which liability had become reasonably clear, which gives Plaintiff the right to recover under Section 17.46 (b)(2).

As described in this petition, Defendants represented to Plaintiff that their insurance policy and Defendants' adjusting and investigative services had characteristics or benefits that it did not have, which gives Plaintiff the right to recover under Section 17.46 (b)(5) of the DTPA;

As described in this petition, Defendants represented to Plaintiff that their insurance policy and Defendants' adjusting and investigative services were of a particular standard, quality, or grade when they were of another in violation of Section 17.46 (b)(7) of the DTPA;

As described in this petition, Defendants advertised their insurance policy and adjusting and investigative services with intent not to sell them as advertised in violation of Section 17.46 (b)(9) of the DTPA;

As described in this petition, Defendants represented to Plaintiff that their insurance policy and Defendants' adjusting and investigative services conferred or involved rights, remedies, or obligations that it did not have, which gives Plaintiff the right to recover under Section 17.46 (b)(12) of the DTPA;

As described in this petition, Defendants failed to disclose information concerning goods or services which were known at the time of the transaction and such failure to disclose was intended to induce Plaintiff into a transaction into which the Plaintiff would not have entered had the information been disclosed, which gives Plaintiff the right to recover under Section 17.46 (b)(24) of the DTPA;

Defendants have breached an express warranty that the damage caused by the wind and hailstorm would be covered under the insurance policies. This breach entitles Plaintiff to recover under Sections 17.46 (b)(12) and (20) and 17.50 (a)(2) of the DTPA;

Defendants' actions, as described in this petition, are unconscionable in that they took advantage of Plaintiff's lack of knowledge, ability, and experience to a grossly unfair degree. Defendants' unconscionable conduct gives Plaintiff the right to relief under Section 17.50(a)(3) of the DTPA; and

Defendants' conduct, acts, omissions, and failures, as described in this petition, are unfair practices in the business of insurance in violation of Section 17.50 (a)(4) of the DTPA.

All of the above-described acts, omissions, and failures of Defendants are a producing cause of Plaintiff's damages that are described in this petition. All of the above-described acts, omissions, and failures of Defendants were done knowingly and intentionally as those terms are used in the Texas Deceptive Trade Practices Act.

**D. Cause of Action for Unfair Insurance Practices Against State Auto, Snavely and Connel**

Plaintiff realleges and incorporates by reference all previous and subsequent paragraphs herein.

Plaintiff incorporates all the allegations in this petition for this cause of action against Defendants under the Texas Insurance Code. Plaintiff has satisfied all conditions precedent to bringing this cause of action. By their acts, omissions, failures, and conduct, Defendants have engaged in unfair and deceptive acts or practices in the business of insurance in violation of 541 of the Texas Insurance Code. Such violations include, without limitation, all the conduct described in this petition plus Defendants' unreasonable delays in the investigation, adjustment, and resolution of Plaintiff's claim and Defendants' failure to pay for the proper repair of

Plaintiff's home on which liability had become reasonably clear. They further include Defendants' failure to give Plaintiff the benefit of the doubt. Specifically, Defendants are guilty of the following unfair insurance practices:

- A. Engaging in false, misleading, and deceptive acts or practices in the business of insurance in this case;
- B. Engaging in unfair claims settlement practices;
- C. Misrepresenting to Plaintiff pertinent facts or policy provisions relating to the coverage at issue;
- D. Not attempting in good faith to effectuate a prompt, fair, and equitable settlement of claims submitted in which liability has become reasonably clear;
- E. Failing to affirm or deny coverage of Plaintiff's claim within a reasonable time;
- F. Refusing to pay Plaintiff's claim without conducting a reasonable investigation with respect to the claim; and
- G. Failing to provide promptly to a policyholder a reasonable explanation of the basis in the insurance policy in relation to the facts or applicable law for the denial of a claim or for the offer of a company's settlement.

Defendants have also breached the Texas Insurance Code when they breached their duty of good faith and fair dealing. Defendants' conduct as described herein has resulted in Plaintiff's damages that are described in this petition.

All of the above-described acts, omissions, and failures of Defendants were done knowingly as that term is used in the Texas Insurance Code.

**E. Cause of Action for Breach of Duty of Good Faith and Fair Dealing Against State Auto, Snively and Connel**

Plaintiff realleges and incorporates by reference all previous and subsequent paragraphs herein.

Plaintiff incorporates all the allegations of the preceding paragraphs for this cause of action. By their acts, omissions, failures and conduct, Defendants have breached their common law duty of good faith and fair dealing by failing to pay the proper amounts on Plaintiff's entire claim without any reasonable basis and by failing to conduct a reasonable investigation to determine whether there was a reasonable basis for this denial. Defendants have also breached this duty by unreasonably delaying payment of Plaintiff's entire claim and by failing to settle Plaintiff's entire claim because Defendants knew or should have known that it was reasonably clear that the claim was covered. These acts, omissions, failures, and conduct of Defendants are a proximate cause of Plaintiff's damages.

**F. Cause of Action for Fraud Against State Auto, Snively and Connel**

Plaintiff realleges and incorporates by reference all previous and subsequent paragraphs herein.

Plaintiff incorporates all the allegations of the preceding paragraphs for this cause of action. The Defendants, jointly and severally, made false representations and/or false promises to Plaintiff. These false representations and/or false promises made by the Defendants were material misrepresentations or omissions of fact upon which the Defendants intended that Plaintiff would rely, and upon which Plaintiff did reasonably rely to her detriment. The representations and/or promises by the Defendants were false and were made either intentionally or recklessly without regard to their truth or falsity and with the intent to induce Plaintiff into purchasing the insurance policy at issue and/or to accept as true and correct the adjustment of Plaintiff's claim. As a result of the material misrepresentations and omissions upon which

Plaintiff detrimentally relied, Plaintiff has suffered damages substantially in excess of the minimum jurisdictional limits of this Court.

The fraudulent acts and/or omissions of the Defendants, as set forth herein, are sufficient, under Chapter 41 of the Texas Civil Practices and Remedies Code, to justify the imposition of punitive damages against Defendants.

Plaintiff seeks herein, as a result of the Defendants' fraud, Plaintiff's actual damages, consequential damages, incidental damages, compensatory damages, mental anguish damages, punitive damages, costs of court, pre-judgment interest, and post-judgment interest.

**G. Cause of Action for Conspiracy Against State, Snively and Connel**

Plaintiff realleges and incorporates by reference all previous and subsequent paragraphs herein.

Plaintiff incorporates all the allegations of the preceding paragraphs for this cause of action. The Defendants were members of a combination of two persons; the object of the combination was to accomplish an unlawful purpose and/or a lawful purpose by unlawful means as set forth in the factual allegations and causes of action detailed above, including, but not limited to, to violate the DTPA, to violate Section 542 and 541 of the Texas Insurance Code, to commit unfair and deceptive insurance practices, to commit fraud and fraudulent inducement, to commit breaches of contract, and to commit breaches of the duty of good faith and fair dealing; the Defendants had a meeting of the minds on the object or course of action; one or more of the Defendants committed an unlawful, overt act, including, but not limited to violating the DTPA, violating Section 542 and 541 of the Texas Insurance Code, committing unfair and deceptive insurance practices, committing fraud and fraudulent inducement, committing breaches of contract, and committing breaches of the duty of good faith and fair dealing to further the object

or course of action which, among other things, was intended to deprive the Plaintiff of the benefit and coverage of the insurance Policy that she purchased; and Plaintiff suffered injury as a proximate result of the wrongful act(s) and/or omission(s).

The conspiratorial acts committed by the Defendants set forth herein were committed with gross negligence, fraud and/or malice, as those terms are used in Chapter 41 of the Texas Civil Practices and Remedies Code, such as to justify the imposition of punitive damages against the Defendants.

Plaintiff seeks, as a result of the Defendants' conspiracy as set forth herein, Plaintiff's actual damages, consequential damages, incidental damages, compensatory damages, mental anguish damages, punitive damages, pre-judgment interest, post-judgment interest, costs of court, expenses of the litigation, and reasonable and necessary attorneys' fees through trial and all appeals in this matter, as allowed by law.

#### **H. Cause of Action for Aiding and Abetting Against State, Snavelly and Connel**

Plaintiff realleges and incorporates by reference all previous and subsequent paragraphs and allegations herein.

##### **1. Assisting or Encouraging**

The Defendants committed a tort or torts against the Plaintiff, as described and pled for herein, including, but not limited to, to violate the DTPA, to violate Section 542 and 541 of the Texas Insurance Code, to commit unfair and deceptive insurance practices, to commit fraud and fraudulent inducement, to commit breaches of contract, and to commit breaches of the duty of good faith and fair dealing. The other Defendant(s) had knowledge that the primary actor's conduct constituted a tort or torts. The other Defendant(s) had the intent to assist the primary actor in committing the tort(s). The other Defendant(s) gave the primary actor assistance or

encouragement. The other Defendant(s)' assistance or encouragement was a substantial factor in causing the tort(s). Therefore, all of the Defendant(s) are considered tortfeasors and are responsible for the consequences of the tort(s), including joint and several liability for the damages suffered by the Plaintiff as described herein.

The assisting or encouraging "aiding and abetting" acts committed by the Defendants set forth herein were committed with gross negligence, fraud and/or malice, as those terms are used in Chapter 41 of the Texas Civil Practices and Remedies Code, such as to justify the imposition of punitive damages against the Defendants.

Plaintiff seeks, as a result of the Defendants' assisting or encouraging "aiding and abetting" acts as set forth herein, Plaintiff's actual damages, consequential damages, incidental damages, compensatory damages, mental anguish damages, punitive damages, attorney's fees through trial and all appeals in this matter, expert witness fees, costs of court, costs for copies of depositions, pre-judgment interest, and post-judgment interest, as allowed by law.

## **2. Assisting and Participating**

The Defendants committed a tort or torts against the Plaintiff, as described and pled for herein, including, but not limited to, to violate the DTPA, to violate Section 542 and 541 of the Texas Insurance Code, to commit unfair and deceptive insurance practices, to commit fraud and fraudulent inducement, to commit breaches of contract, and to commit breaches of the duty of good faith and fair dealing. The primary actor's activity accomplished a tortious result. The other Defendant(s) provided substantial assistance to the primary actor in accomplishing the tortious result. The other Defendant(s)' own conduct, separate from the primary actor's, was a breach of duty to the Plaintiff. The other Defendant(s)' participation was a substantial factor in causing the tort or torts. Therefore, all of the Defendants are considered tortfeasors and are



responsible for the consequences of the tort(s), including joint and several liability for the damages suffered by the Plaintiff as described herein.

The assisting and participating “aiding and abetting” acts committed by the Defendants set forth herein were committed with gross negligence, fraud and/or malice, as those terms are used in Chapter 41 of the Texas Civil Practices and Remedies Code, such as to justify the imposition of punitive damages against the Defendants.

Plaintiff seeks, as a result of the Defendants’ assisting and participating “aiding and abetting” acts as set forth herein, Plaintiff’s actual damages, consequential damages, incidental damages, compensatory damages, mental anguish damages, punitive damages, attorney’s fees through trial and all appeals in this matter, expert witness fees, costs of court, costs for copies of depositions, pre-judgment interest, and post-judgment interest, as allowed by law.

#### **I. Cause of Action for Negligence and Gross Negligence Against Snavelly and Connel**

Plaintiff realleges and incorporates by reference all previous paragraphs and allegations herein.

The Defendants Snavelly and Connel were negligent in giving advice to Plaintiff as to how she could repair her Property so as to prevent further damage to the Plaintiff’s Property. This advice as to how to repair Plaintiff’s Property was negligent because Plaintiff could not properly repair her Property and prevent future damage by following Snavelly’s and Connel’s advice. Plaintiff’s Property has sustained further damages as a result. Snavelly and Connel owed a duty to use reasonable care when he undertook to advise the Plaintiffs as to how she could repair her Property so as to prevent further damage to the Plaintiff’s Property. Defendants Snavelly and Connel breached this legal duty. The breach proximately caused injury to the Plaintiff.

The acts and failures to act set forth herein were committed with gross negligence, as this term is used in Chapter 41 of the Texas Civil Practices and Remedies Code, such as to justify the imposition of exemplary damages against the Defendants Snavelly and Connel.

**J. Cause of Action for Negligent Misrepresentation Against Snavelly and Connel**

Plaintiff realleges and incorporates by reference all previous and subsequent paragraphs and allegations herein.

Additionally and/or in the alternative, the above and foregoing acts and omissions of Defendants Snavelly and Connel constitute negligent misrepresentations that have caused damages to Plaintiff. Snavelly and Connel made representations to Plaintiff in the course of Plaintiff's business or in a transaction in which Defendants had an interest. The Defendants supplied false information for the guidance of others, including Plaintiff. The Defendants did not exercise reasonable care or competence in obtaining or communicating the information to Plaintiff. Plaintiff justifiably relied upon such representations, and the Defendants' negligent misrepresentations proximately caused further damages to Plaintiff's Property.

The misrepresentations, acts and/or failures to act set forth herein were committed with gross negligence, fraud and/or malice, as those terms are used in Chapter 41 of the Texas Civil Practices and Remedies Code, such as to justify the imposition of punitive damages against Defendants Snavelly and Connel.

Plaintiff seeks herein, as a result of Defendants' negligent misrepresentations, Plaintiff's actual damages, consequential damages, incidental damages, compensatory damages, mental anguish damages, punitive damages, costs of court, pre-judgment interest, and post-judgment interest.

#### **VII. WAIVER AND ESTOPPEL**

Defendants have waived and are estopped from asserting any coverage defenses, conditions, exclusions, or exceptions to coverage not contained in any reservation of rights letter to Plaintiff.

#### **VIII. DAMAGES**

The above described acts, omissions, failures and conduct of Defendants have caused Plaintiff's damages, which include, without limitation, the cost to properly repair Plaintiff's property and any investigative and engineering fees incurred in the claim. Plaintiff is also entitled to recover consequential damages from Defendants' breach of contract. Plaintiff is also entitled to recover the amount of Plaintiff's claim plus an 18% per annum penalty on that claim against Defendants as damages under Section 542 of the Texas Insurance Code, plus prejudgment interest and attorneys fees. In an effort to comply with Rule 47(c) of the Texas Rules of Civil Procedure, Plaintiffs seek monetary relief over \$100,000.00 but not more than \$200,000.00. Therefore, all the damages described in this petition are within the jurisdictional limits of the Court.

#### **IX. ADDITIONAL DAMAGES**

Defendants have also "knowingly" and "intentionally" committed deceptive trade practices and unfair insurance practices as those terms are defined in the applicable statutes. Because of Defendants' knowing and intentional misconduct, Plaintiff is entitled to additional damages as authorized by Section 17.50(b)(1) of the DTPA. Plaintiff is further entitled to the additional damages that are authorized by Section 541 of the Texas Insurance Code.

#### **X. EXEMPLARY DAMAGES**

Defendants' above and foregoing acts and omissions, as set forth above, were done intentionally, with a conscious indifference to the rights and welfare of Plaintiff, and with "malice" as that term is defined in Chapter 41 of the Texas Civil Practice and Remedies Code. These violations by Defendants are the type of conduct which the State of Texas protects its citizen against by the imposition of exemplary damages. Therefore, Plaintiff seeks the recovery of exemplary damages in an amount to be determined by the finder of fact that is sufficient to punish Defendants for their wrongful conduct and to set an example to deter Defendants and others similarly situated from committing similar acts in the future.

#### **XI. ATTORNEYS' FEES**

As a result of Defendants' conduct that is described in this petition, Plaintiff has been forced to retain the undersigned attorneys to prosecute this action and have agreed to pay reasonable attorneys' fees. Plaintiff is entitled to recover these attorneys' fees under Chapter 38 of the Texas Civil Practices and Remedies Code, Sections 541 and 542 of the Texas Insurance Code, and Section 17.50 of the DTPA.

#### **XII. JURY DEMAND**

Plaintiffs asserts Plaintiff's right to a trial by jury, under Texas Constitution Article 1, Section 15, and makes this demand for a jury trial at least 30 days before the date this case is set for trial, in accordance with Texas Rule of Civil Procedure 216. Plaintiff tenders the fee of \$30.00, as required by Texas Government Code Section 51.604.

#### **XIII. REQUEST FOR DISCLOSURE**

Pursuant to Texas Rule of Civil Procedure 194.2, Plaintiff requests that Defendants disclose, within 50 days of the service of this request, the information or material described in Rule 194.2 (a) – (1).

**XIV. PRAYER**

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendants be cited to appear and answer herein, and that upon trial hereof, said Plaintiff has and recovers such sums as would reasonably and justly compensate her in accordance with the rules of law and procedure, both as to actual damages, consequential damages, treble damages under the Texas Insurance Code and Texas Deceptive Trade Practices Act, and all punitive, additional, and exemplary damages as may be found. In addition, Plaintiff requests the award of attorney's fees for the trial and any appeal of this case, for all costs of court, for prejudgment and post-judgment interest as allowed by law, and for any other and further relief, at law or in equity, to which she may show herself to be justly entitled.

Respectfully submitted,

**SPEIGHTS & WORRICH**  
1350 North Loop 1604 E., Suite 104  
San Antonio, Texas 78232  
(210) 495-6789 (Telephone)  
(210) 495-6790 (Facsimile)

By: Shelly Enyart  
SHELLY ENYART  
Texas State Bar No. 24068246  
Shelly@speightsfirm.com

**ATTORNEY FOR PLAINTIFF**



HOME | AUTO | BUSINESS

Represented by: PK Kelley Ins. Agency, LLC 2854 W Beauregard Ave San Angelo, TX 76901-3607 325-224-8000

June 30, 2014

HELEN CHANDLER  
2801 HEMLOCK DR  
SAN ANGELO, TX 76904

Claim Number: PR-0000000-058853  
Loss Date: 05/07/2014  
Amount of Loss: \$229.95  
Deductible: \$3,286.00  
Location of Loss: SAN ANGELO, TX 76904

Dear Ms. Chandler:

We have determined that the cost to repair or replace your damaged property as a result of the above mentioned loss is \$229.95. A copy of the estimate is enclosed.

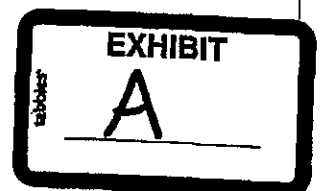
Since the total amount of the loss is less than your deductible, we regret that we will be unable to pay for your damages.

If you have any questions, or if I may assist you in any way, please give me a call.

Sincerely,

KAREN SNAVELY  
Claim Representative Senior  
PO Box 182822  
Columbus, OH 43218-2822  
800-766-1853 x5716

XOC625(04/09)



**State Auto Insurance Companies**518 East Broad Street  
Columbus, OH 43215

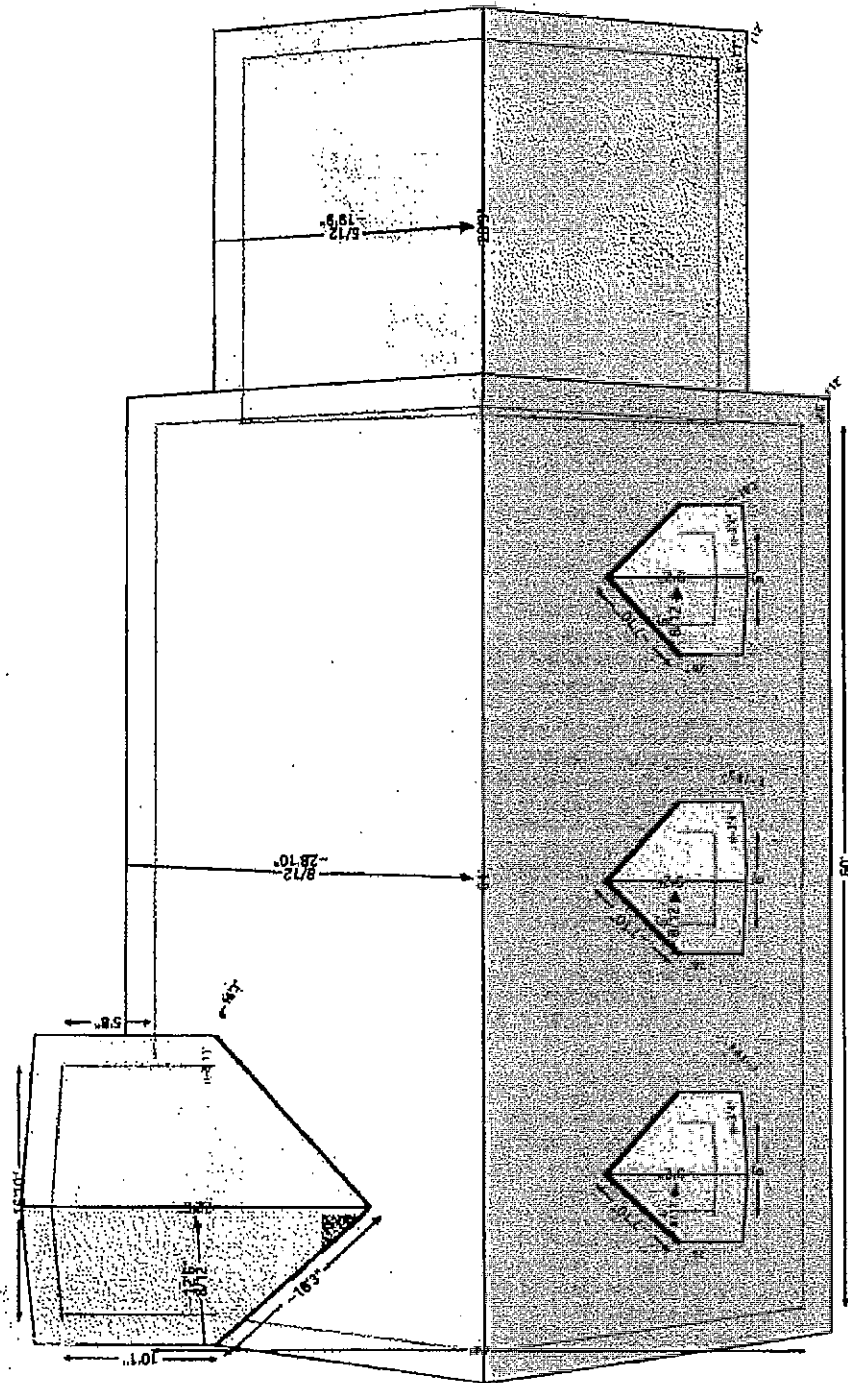
<b>CLAIM NO.:</b> PR-0000000-0... Reinspection <input type="checkbox"/>		<b>INSURED</b>																	
<b>Policy No.:</b> HTX 0038248 <b>Date of Loss:</b> 05/07/2014 12:00 AM <b>Type of Loss:</b> Hall <b>Deductible:</b> \$3,286.00 <b>Year Built:</b> <b>Cat No.:</b> 41		<b>HELEN CHANDLER</b> 2801 HEMLOCK DR SAN ANGELO, TX, 76904 Home phone: (325) 949-5642 Business phone: Mobile phone: Bus. Fax: Contact:																	
<b>Adjuster:</b> Karen Snavelly <b>Phone:</b> (800) 766-1853 x5716 <b>Email:</b> karen.snavelly@stateauto.com		<b>Loss address:</b> 2801 HEMLOCK DR SAN ANGELO, TX, 76904																	
<b>Status:</b> Claim Opened <b>Age:</b> 54d 08h <b>Assignees:</b> Cunningham Lindsey US * + 2 others <b>Originated:</b> 06/11/2014, 1:33 PM      by Karen Snavelly (State Auto - Centralized Property Unit)																			
<b>DATES</b>		<b>POLICY INFORMATION</b>																	
<b>Created:</b> 06/11/2014 <b>Assigned:</b> 06/11/2014 <b>Received:</b> 06/11/2014 <b>Contacted:</b> 06/11/2014 <b>Inspected:</b> 06/17/2014 <b>Estimated:</b> 06/27/2014 <b>Approved:</b> <b>Job Started:</b> <b>Completed:</b> 06/27/2014 <b>Closed:</b>		<b>Policy Type:</b> <b>Renewed:</b> time(s) <b>Effective from:</b> to:																	
<b>Overall risk condition:</b>		<table border="1"> <thead> <tr> <th>Coverage</th> <th>Limits</th> <th>Deductible</th> <th>Reserve</th> </tr> </thead> <tbody> <tr> <td>Structure</td> <td>\$328,600.00</td> <td></td> <td></td> </tr> <tr> <td>Outbuildings/APS</td> <td>\$32,860.00</td> <td></td> <td></td> </tr> <tr> <td>Contents</td> <td>\$230,020.00</td> <td></td> <td></td> </tr> </tbody> </table>		Coverage	Limits	Deductible	Reserve	Structure	\$328,600.00			Outbuildings/APS	\$32,860.00			Contents	\$230,020.00		
Coverage	Limits	Deductible	Reserve																
Structure	\$328,600.00																		
Outbuildings/APS	\$32,860.00																		
Contents	\$230,020.00																		
<b>INITIAL LOSS REPORT</b>																			

**CAUSE****DAMAGES****GENERAL COMMENTS**

**State Auto Insurance Companies**  
518 East Broad Street  
Columbus, OH 43215

**Statewide**  
SEARCHING

### Roofplan:



06/30/2014

Claim PR-000000-058853



**State Auto Insurance Companies**

518 East Broad Street  
Columbus, OH 43215

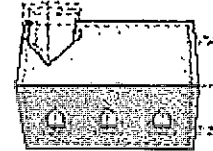
Description	Quantity	Applied to	Unit Price	Per	Total Cost
ESTIMATE Structure (Cunningham Lindsey - Austin, TX) Claim #PR-0000000-058853 HELEN CHANDLER					
<b>ROOFPLAN: Roofplan</b>					

**General Items**

General Items - Subtotal

**Roof**

Roof area: 3,315.04 SF      Squares: 33.2 SQ      Soffit: 414.50 SF  
Gutters: 111.17 LF      Ridge: 64.00 LF  
Valley: 0.00 LF      Hip rafter: 0.00 LF



1 Minimum Charge, Roofing

1

\$225.62 LS

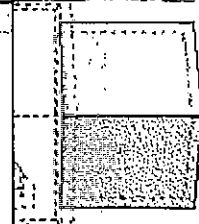
\$225.62

For 2 half damaged shingles and furnace vent.

Roof - Subtotal

**Roof 2**

Roof area: 1,065.16 SF      Squares: 10.7 SQ      Soffit: 255.84 SF  
Gutters: 53.88 LF      Ridge: 26.94 LF  
Valley: 0.00 LF      Hip rafter: 0.00 LF

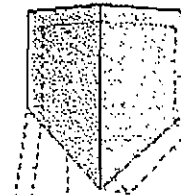


Roof 2 - Subtotal

\$0.00

**Roof 3**

Roof area: 432.96 SF      Squares: 4.3 SQ      Soffit: 88.80 SF  
Gutters: 24.16 LF      Ridge: 22.50 LF  
Valley: 32.58 LF      Hip rafter: 0.00 LF

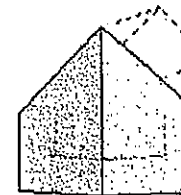


Roof 3 - Subtotal

\$0.00

**Roof 4**

Roof area: 79.96 SF      Squares: 0.8 SQ      Soffit: 31.04 SF  
Gutters: 8.34 LF      Ridge: 9.16 LF  
Valley: 16.62 LF      Hip rafter: 0.00 LF



Roof 4 - Subtotal

\$0.00

**State Auto Insurance Companies**

518 East Broad Street  
Columbus, OH 43215

Description	Quantity	Applied to	Unit Price	Per	Total Cost
ESTIMATE: Structure (Cunningham Lindsey Austin, TX) Claim #PR-0000000-058853 HELEN CHANDLER					
<b>Roof 5</b>					
Roof area: 79.96 SF	Squares: 0.8 SQ	Soffit: 31.04 SF			
Gutters: 8.34 LF	Ridge: 9.16 LF				
Valley: 15.62 LF	Hip rafter: 0.00 LF				
Roof 5 - Subtotal					\$0.00
<b>Roof 6</b>					
Roof area: 79.96 SF	Squares: 0.8 SQ	Soffit: 31.04 SF			
Gutters: 8.34 LF	Ridge: 9.16 LF				
Valley: 15.62 LF	Hip rafter: 0.00 LF				
Roof 6 - Subtotal					\$0.00
<b>Roofplan - Subtotal</b>					<b>\$225.62</b>



**State Auto Insurance Companies**

518 East Broad Street  
Columbus, OH 43215

ESTIMATE Structure (Gunningham Lindsey - Austin, TX) Claim #PR-0000000-058853 HELEN CHANDLER

Total Materials:	\$52.50
Total Labor:	\$173.12
Subtotal:	<u>\$225.62</u>
State 6.250% (applies to materials and equipment):	\$3.28
City 1.500% (applies to materials and equipment):	\$0.79
County 0.500% (applies to materials and equipment):	\$0.26
Estimate Subtotal:	<u>\$229.95</u>
Total Coverage Structure:	<u>\$229.95</u>
Amount Payable on Coverage Structure:	<u>\$229.95</u>
Deductible:	<u>\$(3,286.00)</u>
Estimate Total:	<u><u>\$(3,056.05)</u></u>

Finalization

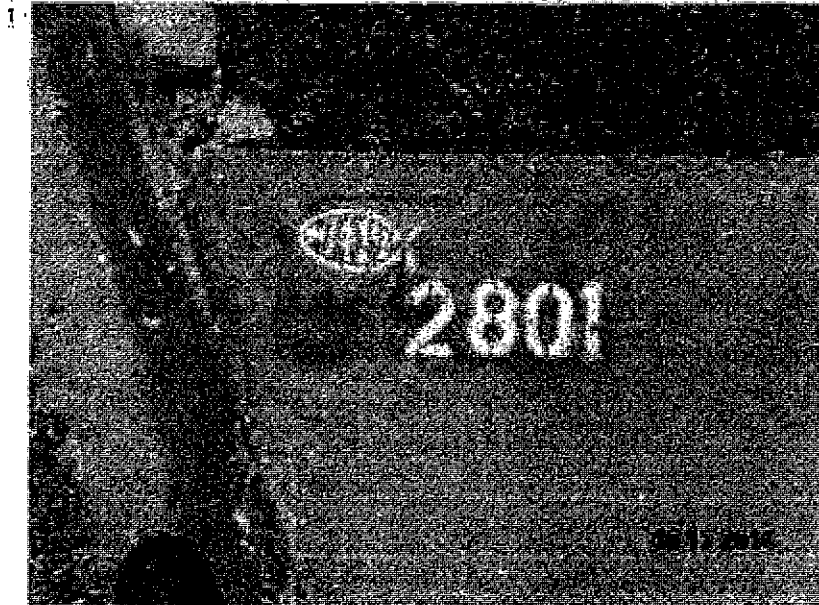


**State Auto Insurance Companies**  
518 East Broad Street  
Columbus, OH 43216

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**Photos:**

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Address - 2801 Hemlock, San Angelo, TX



Front - North Elevation



**State Auto Insurance Companies**

518 East Broad Street  
Columbus, OH 43215

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**Photos:**

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Right - West Elevation



Rear - South Elevation



**State Auto Insurance Companies**

518 East Broad Street  
Columbus, OH 43215

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**Photos:**

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Rear - South Elevation



Rear - South Elevation



**State Auto Insurance Companies**  
518 East Broad Street  
Columbus, OH 43215

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**Photos:**

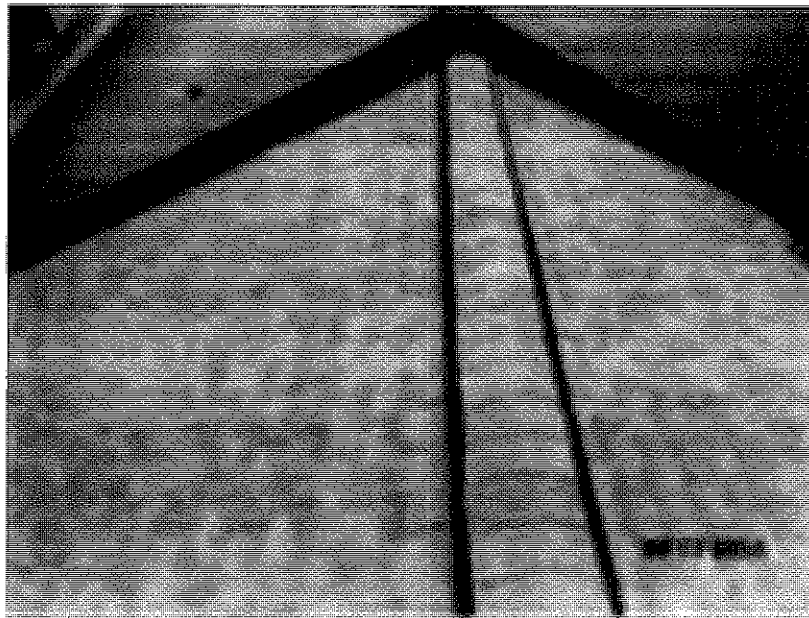
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7



Left - East Elevation

8



Roof Overview - Garage - North and south slopes



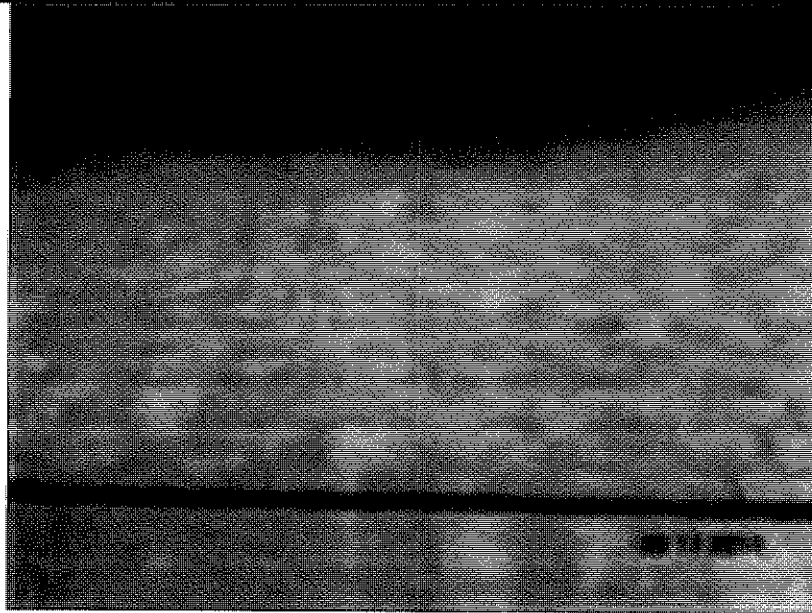
**State Auto Insurance Companies**  
518 East Broad Street  
Columbus, OH 43215

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**Photos:**

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9



Roof Overview - Garage - North and south slopes

10



Roof Overview - Main Roof - North slope





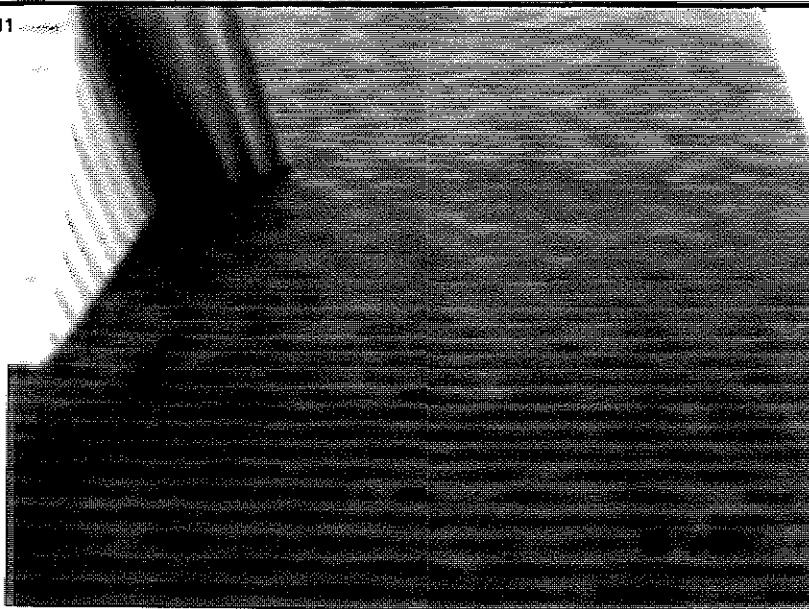
**State Auto Insurance Companies**  
518 East Broad Street  
Columbus, OH 43215

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**Photos:**

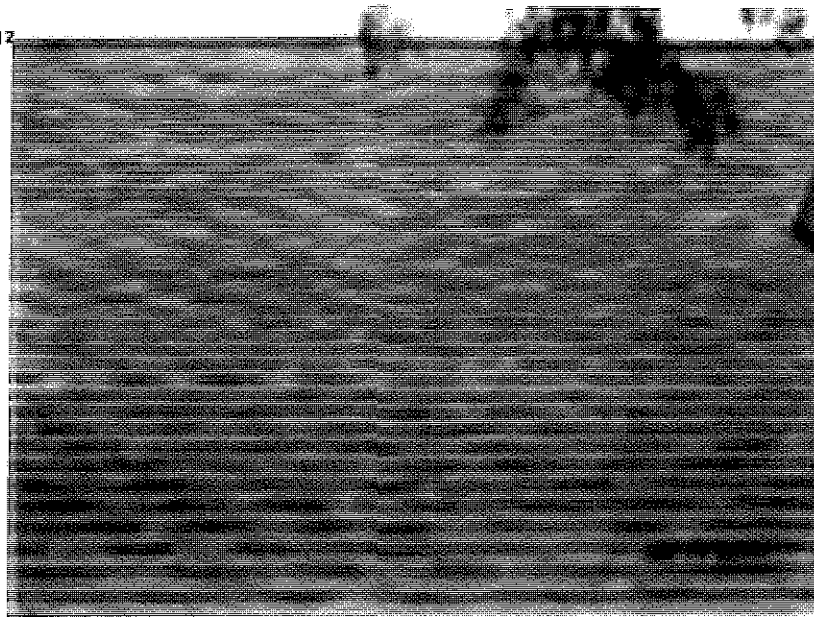
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11



Roof Overview - Main Roof - North slope

12



Roof Overview - Main Roof - North slope



**State Auto Insurance Companies**

518 East Broad Street  
Columbus, OH 43215

**Photos:**



Roof Overview - Main Roof - North slope



Roof Overview - Main Roof - South slope



**State Auto Insurance Companies**  
518 East Broad Street  
Columbus, OH 43215

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**Photos:**

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Roof Overview - Main Roof - South slope



Roof Overview - Main Roof - South slope



**State Auto Insurance Companies**  
518 East Broad Street  
Columbus, OH 43215

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**Photos:**

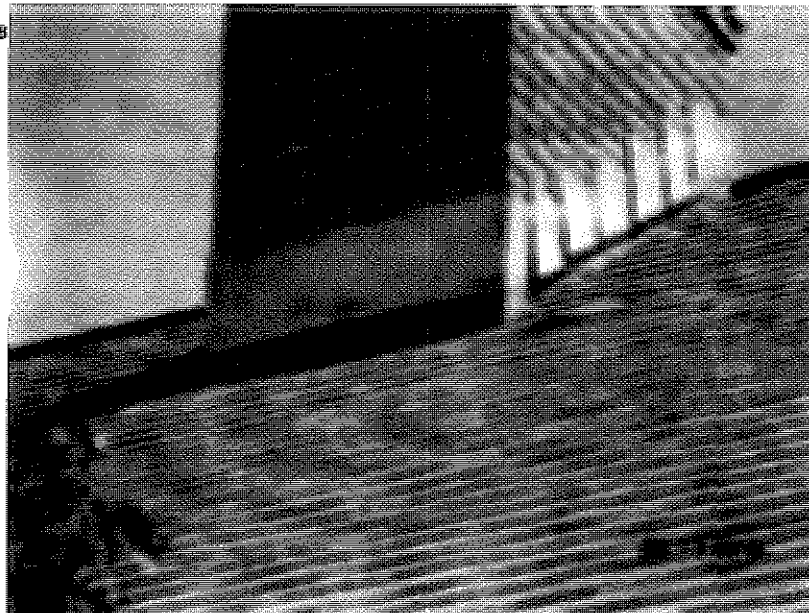
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17



Roof Overview - Main Roof - South slope

18



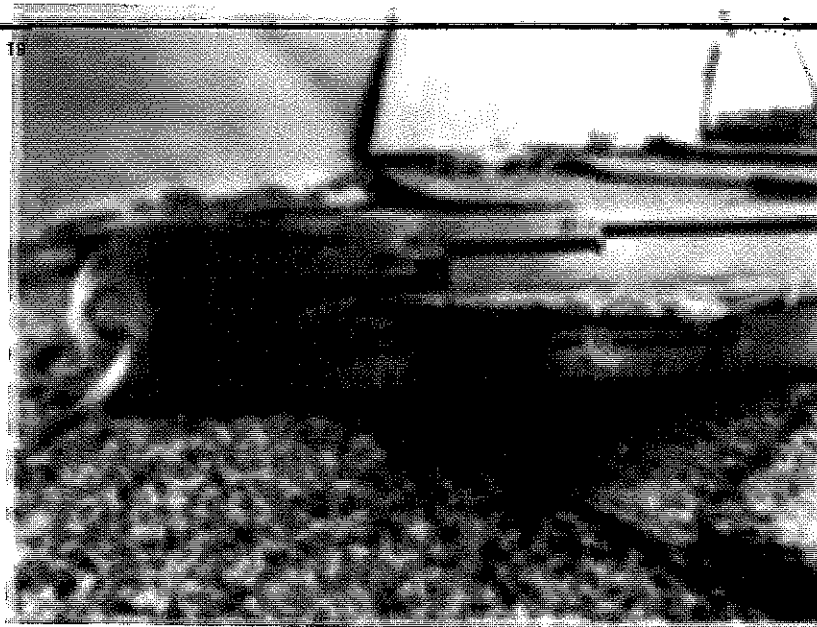
Roof Overview - Chimney



**State Auto Insurance Companies**

518 East Broad Street  
Columbus, OH 43215

**Photos:**



Roof Type - 35 Year Laminated Shingles



Roof Pitch - Garage Roof - 5/12 pitch



**State Auto Insurance Companies**  
518 East Broad Street  
Columbus, OH 43215

**Photos:**

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Roof Pitch - Main Roof - 8/12 pitch

22



Roof Edge - 1 layer of shingles with drip edge



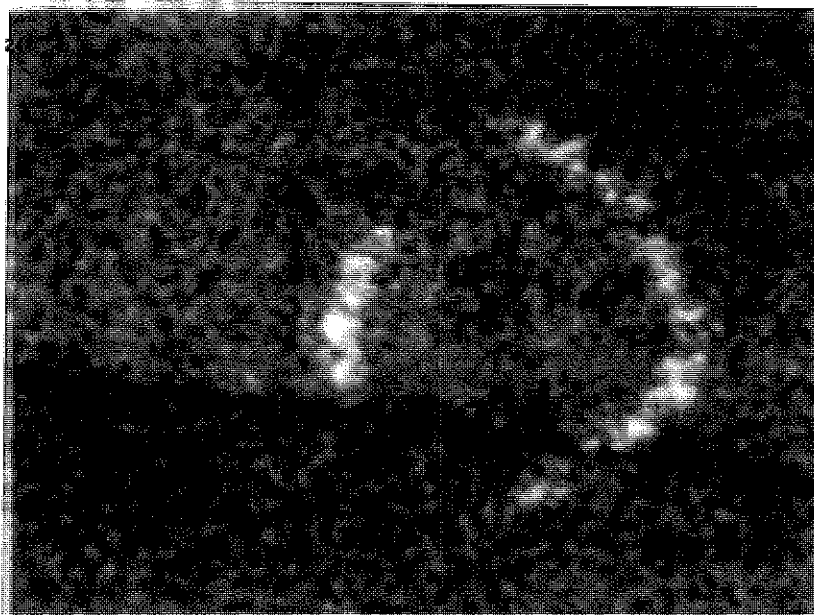
**State Auto Insurance Companies**

518 East Broad Street  
Columbus, OH 43215

**Photos:**



South Slope - Many of the hail marks subsequently identified as blistering or normal wear,



South Slope - Hail Detail

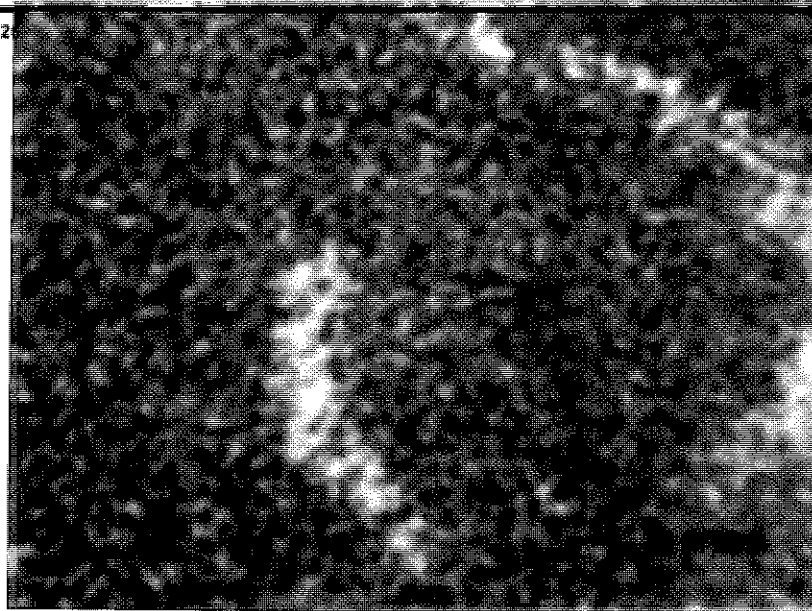




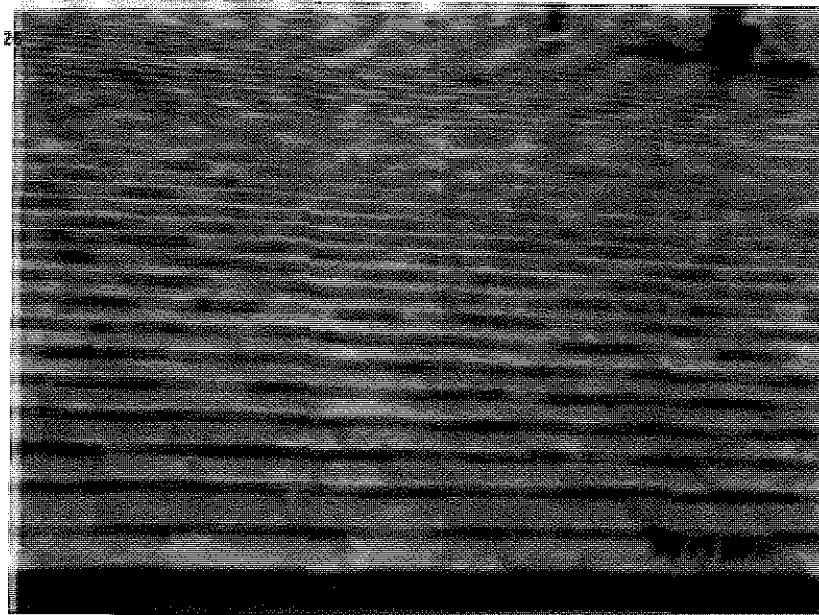
**State Auto Insurance Companies**

518 East Broad Street  
Columbus, OH 43215

**Photos:**



South Slope - Hail Detail



North Slope - No hail damage identified

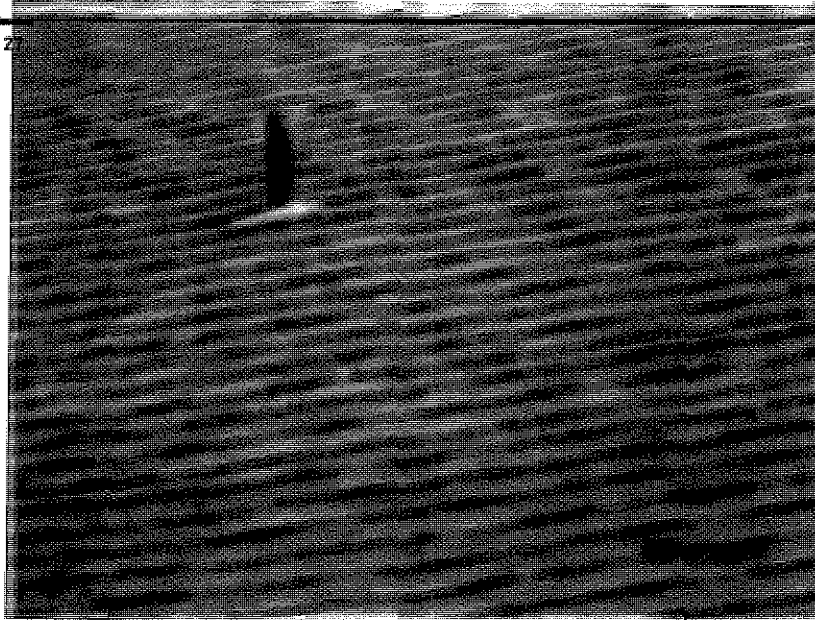




**State Auto Insurance Companies**

518 East Broad Street  
Columbus, OH 43215

**Photos:**



Soft Metals - Hall damage to vent

28



Soft Metals - Wind damage to vent



**State Auto Insurance Companies**

518 East Broad Street  
Columbus, OH 43215

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**Photos:**

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West Elevation - Damage due to maintenance issues, not storm related.

**STATE AUTO INSURANCE COMPANIES**Advance Request ☐Reserve Report ☐Payment Request ☐

STATE AUTO CLAIM HANDLER: Karen Snaveley

TODAY'S DATE: 06/18/2014

STATE AUTO POLICY NUMBER: HTX 0038248

DATE OF LOSS: 05/07/2014

INSURED: HELEN CHANDLER

DATE RECEIVED: 06/11/2014

LOSS LOCATION: 2801 HEMLOCK DR, SAN ANGELO, TX, 76904

DATE CONTACTED: 06/11/2014

CAT CODE: 41

COVERAGE:			RESERVES:
\$ \$328,600.00	Structure	Ded.: \$ \$3,286.00	\$ \$142.94
\$ \$32,860.00	Outbuildings/APS	Ded.: \$ \$0.00	\$
\$ \$230,020.00	Contents	Ded.: \$	\$
\$		Ded.: \$	\$

**ADJUSTMENTS/REMARKS**

ASSIGNMENT: This loss was assigned to us on 6/11/2014. We contacted Helen Chandler on 6/11/2014 to schedule an inspection. On 6/4/2014 the inspection was scheduled through the agent for 6/17/2014 at 12:00 PM. Our inspection was performed on 6/17/2014 at 12:00 PM with the insured present. We scoped all damages pointed out by the insured and all additional damages discovered by this adjuster. We obtained sufficient photos to document loss. We field sketched any necessary diagrams and measured all areas pertinent to the claim.

RISK: The risk is located at 2801 HEMLOCK DR, SAN ANGELO 76904. The risk is approximately 50 years old. The structure is a one story, single-family dwelling built on a concrete slab foundation. The exterior wall treatment is brick veneer. The roof is a gable roof with 35 year Laminated shingles, 5/12 & 8/12 pitch, installed over wood decking, 1 layers of shingles, approximately 5 years old. The roof is in poor condition. The risk appears to be in overall average condition.

CAUSE & ORIGIN: On 5/6/2014 Hail and Wind storms were in the San Angelo area. These storms caused damage to the insured's property.

INSPECTION SUMMARY: At the time of our inspection we observed hail damage to roof on the south slope. An inspection of the north slope found no storm damage. The insured requested an inspection of the east and west elevations for damage. No storm related damage was observed on these elevations; damage was due to maintenance issues.

**ROOF:**

North Slope: No storm related damages were observed.

South Slope: We observed scattered hail damage to this slope.

**ELEVATIONS:**

North: No storm related damages were observed, and the insured reported none.

South: No storm related damages were observed, and the insured reported none.

West: No storm related damages were observed.

East: No storm related damages were observed.

INTERIOR: No storm related damages were observed, and the insured reported none.

OTHER STRUCTURES: No storm related damages were observed, and the insured reported none.

PERSONAL PROPERTY: At the time of our inspection we observed no storm related damages to the contents, and the insured reported none.

ALE: At the time of our inspection we observed no requirements for additional living expenses, and the insured requested none.

SALVAGE: There is no salvage potential.

SUBROGATION: There is no subrogation potential.

RECOMENDATION:

Roof: Minimum repair to the roof of the main structure and the garage has been included in the estimate. Sufficient damage based on HAAG principles was not identified for roof replacement.

CONCLUSION: With this report, we are concluding our efforts on this claim, please advise if you need further assistance.

Depreciation of materials was based on the age and condition.

Overhead and profit considerations were given based on the complexity of the repairs required.

We have reviewed and agreed with the insured on the scope of damages and explained the claims process so they may track their claim. We have made no warranty of coverage or guarantee of payment to your insured regarding this claim.

Thank you for allowing Cunningham Lindsey to serve you on this loss.

Gary Connel  
Adjuster  
(512)426-8573  
gconnel@cl-na.com

☐ Advance Request

☐ Payment

\$

Structure

Payable To:

\$

Outbuildings/APS

Payable To:

\$

Contents

Payable To:

\$

Payable To:

Mail To:

Subrogation: ☒ No ☐ Yes (See Remarks)

Salvage: ☒ No ☐ Yes (See Remarks)

ENCLOSURES:

☒ Adjuster's Estimate

☒ Diagram

☐ Building R/C Proof of Loss A & B

☐ Contents Estimate

☒ Photographs

☐ Contents R/C Proof of Loss A & B

☐ Contractors Estimate

☐ Proof of Loss

☐ Other:

☒ Statement of Loss

DIARY FILE TO:

REPORT NUMBER: PR-0000000-058853

---

IA Adjuster Cell #: (512)426-8573

IA Adjuster Email Address: gconnel@cl-na.com

**Statement of Loss**

File #

<b>Adjuster</b> Karen Snavelly <b>Phone</b> (800) 766-1853 x5716 <b>Fax</b>		<b>06/18/2014</b>
<b>Insured</b> HELEN CHANDLER		
<b>Loss Address</b> 2801 HEMLOCK DR, SAN ANGELO, TX, 76904		
<b>Phone Number</b> (325) 949-5642		
<b>Other Phone</b>	<b>Ins Claim #</b> PR-0000000-058853	<b>Date of Loss</b> 05/07/2014
<b>Ins Company</b> State Auto - Centralized Proper...		

Abstract of Coverage				
<b>Policy #</b>	HTX 0038248	<b>Effective</b>		
<b>Forms</b>				
<b>Agency</b>				
<b>Agent</b>				
Coverage	Description	Coverage Amt	Value Requirement	Deductible
	Structure	\$328,600.00		\$3,286.00
	Outbuildings/APS	\$32,860.00		
	Contents	\$230,020.00		

Loss Recap					
Coverage	RC Loss	Depreciation	ACV Loss	Recov. Depr.	TOTAL
Structure	\$142.94	\$0.00	\$142.94	\$0.00	\$0.00
Outbuildings/APS	\$0.00		\$0.00		\$0.00
Contents					
<b>TOTALS</b>	<u>\$142.94</u>	<u>\$0.00</u>	<u>\$142.94</u>	<u>\$0.00</u>	<u>\$0.00</u>

A copy of this document does not constitute a settlement of this claim. The above figures are subject to insurance company approval.

Accepted by \_\_\_\_\_



**State Auto Insurance Companies**

518 East Broad Street  
Columbus, OH 43215

The previous pages are an estimate to repair the damage resulting from your recently reported loss. Please present a copy of this estimate to the contractor of your choice prior to the start of the repairs. If they have any questions regarding the scope of repairs or unit costs on this estimate, it is IMPORTANT that they contact the State Auto claim representative handling your claim prior to initiating the repairs. We cannot honor supplements without prior authorization.

State Auto Insurance Companies advocates consumer choice, especially when concerning repairs to your property. We strongly encourage you to choose wisely when selecting a contractor. Contractors are not affiliates of State Auto Insurance Companies, and State Auto Insurance Companies do not guarantee or warrant any workmanship to your home during or after the repair process.

If you or your contractors have any questions, please feel free to contact the State Auto claim representative handling your claim and we will be happy to assist you.

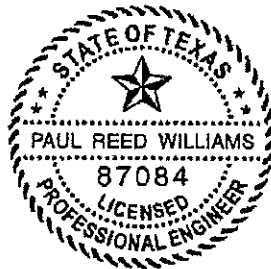
This document has been electronically signed and/or sealed in accordance with the applicable State Board of Professional Engineering requirements.

Helen Chandler Residence  
Roof Damage Assessment  
2801 Hemlock Drive  
San Angelo, TX 76904  
Client File: PR-0000000-058853  
Haag File: 0614000099-249/601

State Auto Insurance  
PO Box 182822  
Columbus, OH 43218

Attention: Ms. Karen Snavelly

September 12, 2014







3906 Longhorn Blvd.	800.527.0166
Suite 103	512.215.2440
Austin, Texas 78758	512.215.2781 Fax
haagengineering.com	

September 12, 2014

State Auto Insurance  
PO Box 182822  
Columbus, OH 43218

Attention: Ms. Karen Snavely

Re: Helen Chandler Residence  
Roof Damage Assessment  
2801 Hemlock Drive  
San Angelo, TX 76904  
Client File: PR-0000000-058853  
Haag File: 0614000099-249/601

Complying with your request, on August 28, 2014, we inspected the Chandler residence roof in San Angelo, Texas, to determine the extent of damage from hail and wind.

This engineering report has been written for your sole use and purpose, and only you have the authority to distribute this report to any other person, firm, or corporation. Haag Engineering Co. and its agents and employees do not have and do disclaim any contractual relationship with, or duty or obligation to, any party other than the addressee of this report and the principals for whom the addressee is acting. Only the engineers who signed this document have the authority to change its contents and then only in writing to you. This report addresses the results of work completed to date. Should additional information become available, we reserve the right to amend, as warranted, any of our conclusions.

#### **Description**

The inspected two-story, single-family, dwelling was constructed on a concrete foundation. The wood-framed dwelling faced north onto the fronting street. A two-car garage was attached at the homes west end, and metal overhead doors opened to the north. Exterior walls were clad with brick masonry and Masonite-type siding. Wood fascia, soffits, and trim were painted white. The lot was vegetated with several tall trees and shrubs. Tree limbs extended over the roof. No rain gutters were installed.

The gable-style roof was decked with solid sheathing and covered with felt underlayment and laminated strip, asphalt composition shingles. The shingles were nailed to the deck and measured

State Auto Insurance  
Helen Chandler Residence  
San Angelo, TX

Page 2  
September 12, 2014  
Haag File: 0614000099-249/601

39 inches long with 5-1/2-inch average exposure to weather. Shingles comprised fiberglass mats coated with asphalt and surfaced with a blend of brown- and tan-colored granules. Roof appurtenances consisted of plumbing vent stacks with metal boot flashings, an exhaust vent, ridge vents, and a chimney.

Prior to our inspection, we obtained a report from EagleView Technologies, Inc. (EagleView), which includes roof dimensions and areas using aerial imagery and proprietary technology. During our inspection, we verified that their dimensions were reasonably accurate. Based on their dimensions, area of the shingles totaled 4,565 square feet. Pitch of dwelling roof slopes was 9:12 and pitch of the garage roof slopes was 6:12 (vertical rise over horizontal run). The EagleView report is appended as Attachment A to this report.

### **Background**

Ms. Helen Chandler, the homeowner, Mr. P.K. Kelly, representative with PK Kelly Insurance Agency, and Mr. Mark Browning, formerly an adjuster with Eberls Claims Service, were present during our inspection and provided us background information. The house was built in the 1950s and Ms. Chandler had owned the property for 37 years. She told us that the roof covering was installed in the mid-2000s and that there have been no repairs to the roof since installation.

They told us that on May 7, 2014, a storm producing hailstones and strong winds passed over the Chandler property. Mr. P.K. Kelly mentioned that an adjuster with his firm inspected portions of the roof and found hail-related damage. Further, Mr. Browning stated that he walked on portions of the roof and found similar damage. Both the adjuster with PK Kelly Insurance and Mr. Browning did not walk on the main dwelling roof slopes, as the slopes were steep. Additionally, Ms. Chandler stated that the winds displaced several large tree limbs from rear trees. She told us that the damage to one tree was severe enough to warrant cutting down the tree.

### **Weather Data**

The National Climatic Data Center (NCDC) collects information from the National Weather Service (NWS) and publishes descriptions of weather events in its *Storm Event* database. This database is available online at <http://www.ncdc.noaa.gov/stormevents/>, and it is searchable over a specified date range. The NCDC lists weather events that are a combination of official weather observations at NWS recording sites, unofficial reports by individuals and city officials, and reports of observation teams dispatched by the NWS. It should be understood that the reports are a compilation of sighting reports, sometimes unconfirmed or from untrained observers. They are not a substitute for site-specific observations.

We searched the NCDC storm database for hail and wind events in Tom Green County, Texas, for the period of January 1, 2012, to May 31, 2014 (the current limit of the database). We found 35 reports of hail in this time period and 24 reports of strong winds. Reported hailstones falling during the research time period ranged from 3/4 to 1-3/4 inches in diameter. There were three hail reports on May 7, 2014, and hailstones on that date were estimated to measure 1-1/2 inches



State Auto Insurance  
Helen Chandler Residence  
San Angelo, TX

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September 12, 2014  
Haag File: 0614000099-249/601

in diameter. The nearest hail report occurred approximately 1-3/5 miles north where one-inch-diameter hailstones fell on October 18, 2013. Reports of hail on May 7, 2014, were remote from the property. Wind speeds in the wind reports ranged from 58 to 82 mph. There were five wind reports on May 7, 2014, where 82 mph winds were reported in San Angelo, Texas, approximately five miles south of the Chandler property.

### **Inspection**

We photographically documented representative conditions and included 56 photographs with this report. All photographs are retained in our file and are available upon your request.

We conducted a general examination of the property for evidence of hail impact and damage from strong wind forces. We found hail-caused impact marks in wood privacy fencing facing south and possible impact marks on wood privacy fencing facing west. Impact marks in the wood fencing measured up to 1/4 inch wide. (Wood impact marks result from scuffing surface grain or impacts strong enough to create an indentation and the marks tend to fade after a couple of years.) We observed one cracked vinyl beading on a north-facing window. We found that hailstones falling in the past had dented the thin-gauge metal exhaust vent, but not the steel chimney vent cap on the roof. During our inspection, Ms. Chandler and her representatives showed us removed tree limbs behind the house. We found that the tree limbs were mechanically cut off and we observed a large tree stump along the rear property line. There were no other indications of strong wind forces. Wind susceptible features such as wood fascia, wood trim, and roof appurtenances were intact. Further, we found no broken windows and none were reported to us.

The composition shingles on the north and east slopes were in fair condition with respect to weathering, as the shingles were well covered with granules and adhered to one another along their self-sealing adhesive strips. However, the shingles on the south and west slopes were in poor-to-fair condition, as they had begun to exhibit widespread granule loss due to long-term deterioration. We found tree-abraded shingles on the garage roof west end, on the main south slope, the main north slope, and on the east dormer. The shingle mats at tree-abraded shingles typically were weathered gray. We found no missing, torn, or creased shingles on the roof, particularly in wind-prone regions such as the roof corners, eaves, and rakes. Further, we found no shingles damaged by windborne debris.

We examined six test areas on the roof. Test areas covered approximately 100 square feet, and contained approximately 67 shingles. Test areas were located on roof slopes facing each cardinal direction and two test areas were on the garage roof, as the garage roof slopes had a different pitch compared to the main dwelling. In order to perform test areas on the main dwelling north and south slopes, we had to use our fall safety equipment. We closely examined each test area looking for bruises and punctures consistent with damage caused by hail impact. (A bruise is defined as a mat fracture.) We found one hail-bruised shingle in each of the garage south, main dwelling south, and main dwelling west test areas. Tabulation of our test area findings are below in Table 1.



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Test Area	Hail- bruised shingles	Test Area	Hail- bruised shingles
Main dwelling north	0	Main dwelling west	1
Main dwelling south	1	Garage north	0
Main dwelling east	0	Garage south	1

Table 1

Examination of shingle mats at bruised locations revealed weathered gray asphalt and the bruises were much larger than the impact marks we found in the wood privacy fencing. Additionally, we found conditions in our test areas that were unrelated to hailstone impact. For instance, we found that nails had backed out of the roof deck and worn through overlying shingles. We found numerous scuff marks (areas of localized granule loss), particularly on the south and west slopes, that did not feature a fractured reinforcing mat. Scuff marks were consistent with foot traffic, deterioration, and manufacturing irregularities. Examination of the ridge caps revealed only one possible hail-damaged ridge cap on the garage ridge.

At the end of our inspection, Ms. Chandler told us that her daughter had found wetted roof framing in the attic. We crawled in the attic space and observed wetted and rotted roof decking on the rear slope in the same location as tree-abraded shingles we found during our roof inspection. Wood rafters near the wetted roof decking appeared intact.

## Discussion

### Hail

Hailstones can damage composition shingles if they possess the necessary impact characteristics to puncture or bruise the felt reinforcing mat. Hail fracturing the reinforcing mat leads to loss of granules at the bruise over time and deterioration at the impacted point. The two most important characteristics of damaging hail are size and hardness of the hailstone. The hailstone size is a principal influence on the mass of the stone and the speed with which the hailstone impacts the roof, and therefore, the force of impact. The hailstone hardness influences the transfer of energy and its potential for damage. Hailstones striking perpendicular to the roof surface impact the surface hardest, and therefore, hailstone impact damage is usually most severe on surfaces facing the direction of the storm.

Haag Engineering Co. has performed testing for over 50 years, including simulated hail (ice ball) impact tests. Studies have included the results of long-term weathering on the impacted roof coverings. Our experience has shown that damage occurs at the time of impact, and that the damage is discernible when examined closely. There is no hidden damage from hailstone impact nor does an impacted, but otherwise undamaged shingle develop damage at a later date as it



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weathers. Our impact tests and field observations have shown that for laminated strip, asphalt composition shingles which have not deteriorated badly, hailstones must be frozen solid and about 1-1/4 inches in diameter or larger before bruises and punctures are likely. Hail damage to this covering is characterized by a fractured reinforcing mat, an indentation discernible on the back side of the roofing, and sometimes granule loss at the fractured impact location.

There were limited exposed features at the Chandler property, but our inspection still revealed that hailstones falling recently were relatively small and out of the south or southwest. Examination of the shingles in our test areas revealed shingles with fractured reinforcing mats consistent with hailstone impact on the main dwelling south, main dwelling west, and garage south slopes. In these areas we counted one hail-bruised shingle per test area (one bruise per roofing square). Additionally, we found one possible hail-bruised ridge cap on the garage ridge. Shingle reinforcing mats at the bruised locations were weathered gray and the granule loss at the bruise was large which indicated that the bruises likely occurred in the distant past (prior to the May 7, 2014, storm). We found that the damaged shingles coincidentally aligned with the direction of the most recent hail fall. Weather data indicated that the nearest hail report to the property occurred on October 18, 2013, and it is possible that hailstones falling during this storm caused the damage to the shingles. There were no hail reports near the property on May 7, 2014.

Throughout the roof and within our test areas, we found a variety of scuff marks which were unrelated to hailstone impact. The sizes, distribution, and locations of the scuff marks were consistent with other causes, including foot traffic, long-term deterioration, and manufacturing irregularities. They did not display characteristics of hailstone impact damage. Further, we found numerous tree abraded shingles on the roof, particularly along the roof edges.

Regardless of the storm date, damaged shingles on the Chandler roof can be individually replaced. One method involves debonding the damaged shingle, removing nails in the damaged shingle and the one(s) above it, sliding out the damaged shingle, then replacing it with a new shingle. Roofing cement can be applied to the backside of the newly replaced shingle in order to ensure a proper bond.

### Wind

Buildings are obstacles to wind currents and will cause changes in the direction of airflow. Redirection of the airflow results in varying magnitudes of negative and positive wind pressure over building surfaces. In general, inward-acting pressures (positive) are produced on windward surfaces, and outward-acting pressures (negative) are produced on leeward surfaces. At discontinuities in building surfaces such as wall corners, eaves, roof ridges, and roof corners, the air flow accelerates, and wind forces are greatest in these regions of the roof surface. Failure or removal of roof coverings or cladding typically initiates at edges and corners or at ridges. When a roof covering is lifted at edges like corners and eaves, wind forces that develop under the lifted roofing act to peel or tear it loose. Typically, when winds reach levels where roof covering/cladding damage occurs, roof-mounted features like ridge and exhaust vents are also displaced.



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Weather data indicated winds up to 82 mph in San Angelo, Texas, on May 7, 2014, but our inspection revealed no evidence of damaging wind forces at the Chandler residence. We understand tree limbs were damaged by wind, but at the time of our inspection there was no evidence of strong wind forces at the property. Shingles on the roof, particularly in wind-prone regions, were not creased, torn, or missing. Further, we found no damage consistent with strong wind forces to the building exterior, such as broken windows, damaged wood fascia or soffits, and no debris-caused scuffs or punctures. Examination of the composition shingles revealed no wind-related damage or windborne debris impact.

Water stained and rotted decking in the attic was consistent with rainwater entering at tree-abraded shingles on the south slope. Rotted decking and weathered abrasions on shingles in the corresponding area indicated that this condition had been present for a long time.

### **Conclusions**

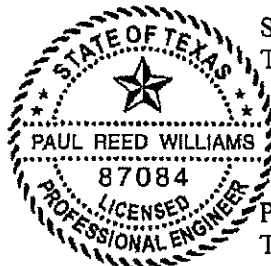
Based on our inspection and the information discussed above, we have reached the following conclusions:

1. Hail that recently fell at this site was relatively small and out of the south or southwest.
2. Shingles on the Chandler residence roof had bruises consistent with hailstone impact. The damage appeared old and likely occurred prior to May 7, 2014. It is possible that hailstones falling on October 18, 2013, caused the damage. Refer to Table 1 for our tabulation of the damage.
3. Composition shingles were not damaged by wind.

Respectfully submitted,

**HAAG ENGINEERING CO.**

Haag Engineering Co.  
CAF-311  
Expires: 06/30/15



Sampson Quang Nguyen, E.I.T.  
Texas Certificate 44769

Paul Reed Williams, P.E.  
Texas License 87084

SQN/PRW:tee



## Attachments



## Attachment A

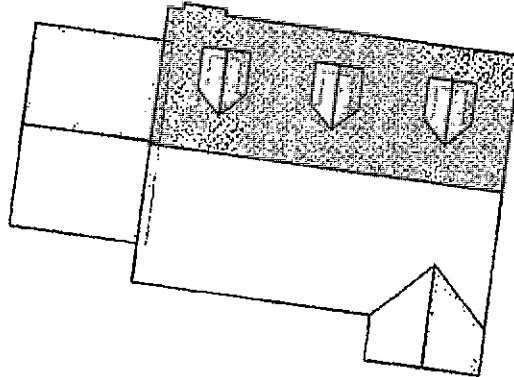




**Haag Engineering CO.**

**Premium Report**  
August 19, 2014

2801 Hemlock Dr, San Angelo, TX 76904-6112



In this 3D model, facets appear as semi-transparent to reveal overhangs.

**Report Details**

Report: 9284879  
Job: 0614000099/Chandler

**Roof Details**

Total Roof Area = 4,565 sq ft  
Total Roof Facets = 12  
Predominant Pitch = 9/12  
Number of Stories <= 1  
Total Ridges/Hips = 133 ft  
Total Valleys = 69 ft  
Total Rakes = 210 ft  
Total Eaves = 203 ft

**Report Contents**

Images ..... 1  
Length Diagram ..... 4  
Pitch Diagram ..... 5  
Area Diagram ..... 6  
Notes Diagram ..... 7  
Report Summary ..... 8  
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Contact: Tandra Eliason  
Company: Haag Engineering CO.  
Address: 4949 W Royal Ln  
Irving TX 75063  
Phone: 512-215-2440

Measurements provided by [www.eagleview.com](http://www.eagleview.com)



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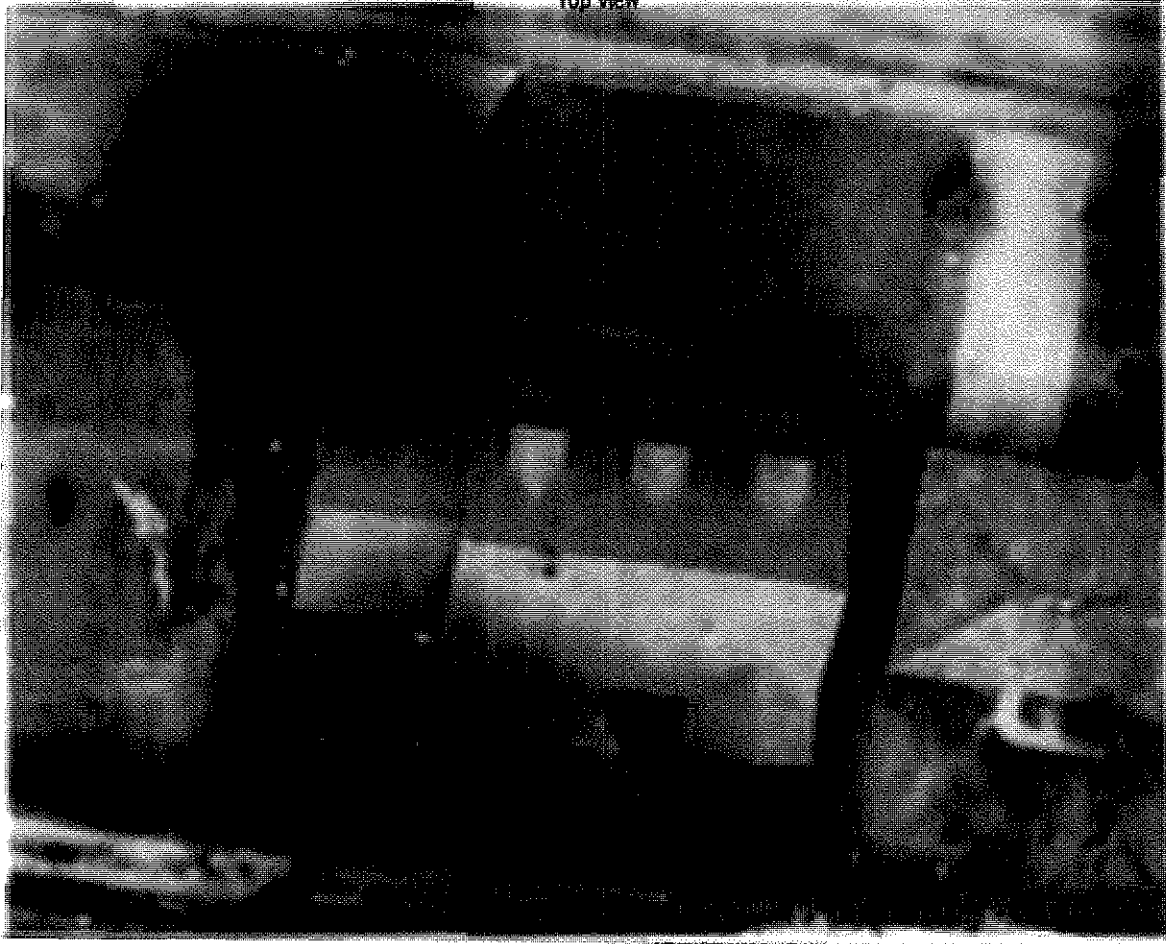
2801 Hemlock Dr, San Angelo, TX 76904-6112

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### Images

The following aerial images show different angles of this structure for your reference.

Top View



Report: 9284879

Job:

0614000099/Chandler

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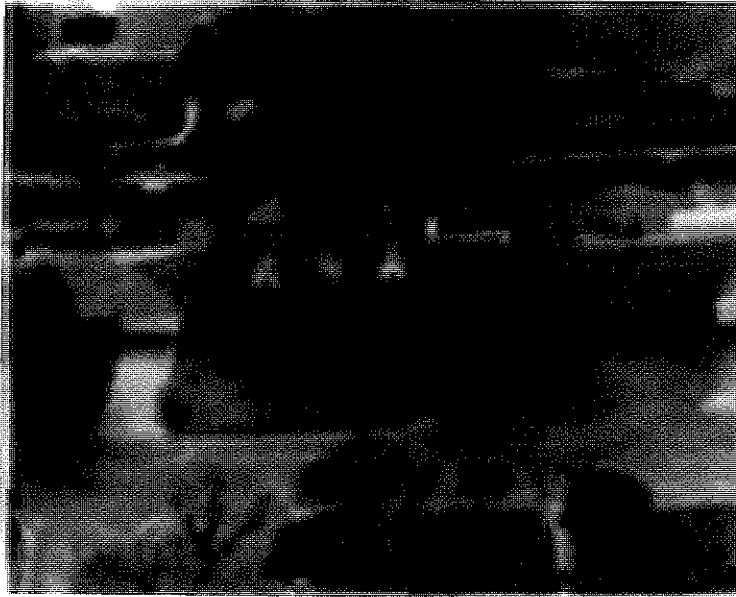
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North Side



South Side



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August 19, 2014

East Side



West Side



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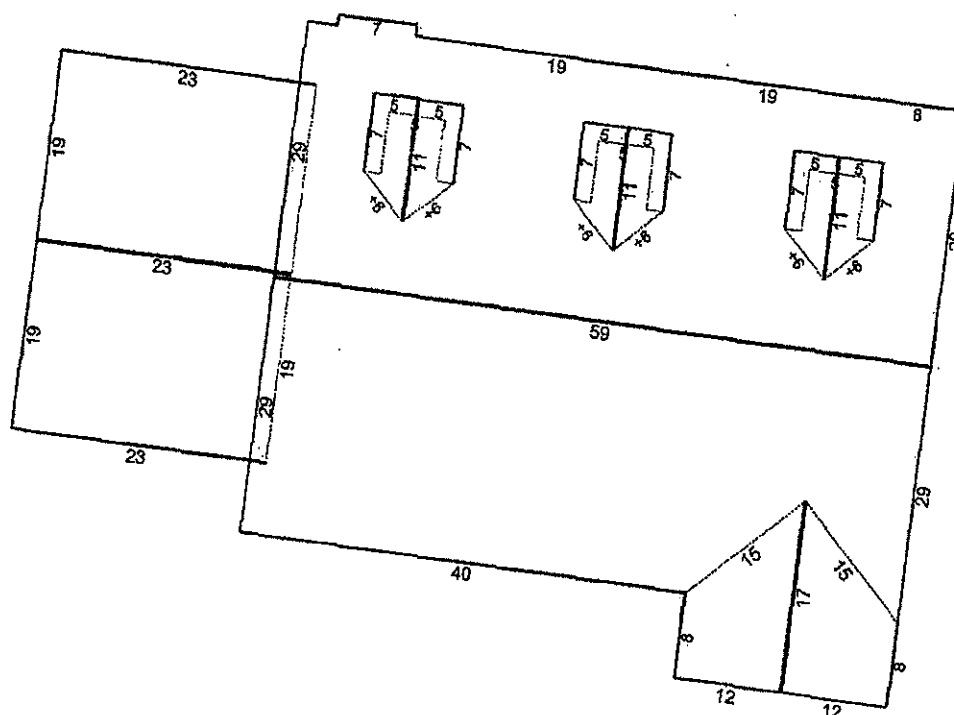
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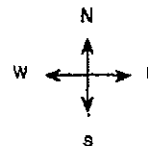
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Flashing = 24 ft  
Step flashing = 80 ft  
Parapets = 0 ft



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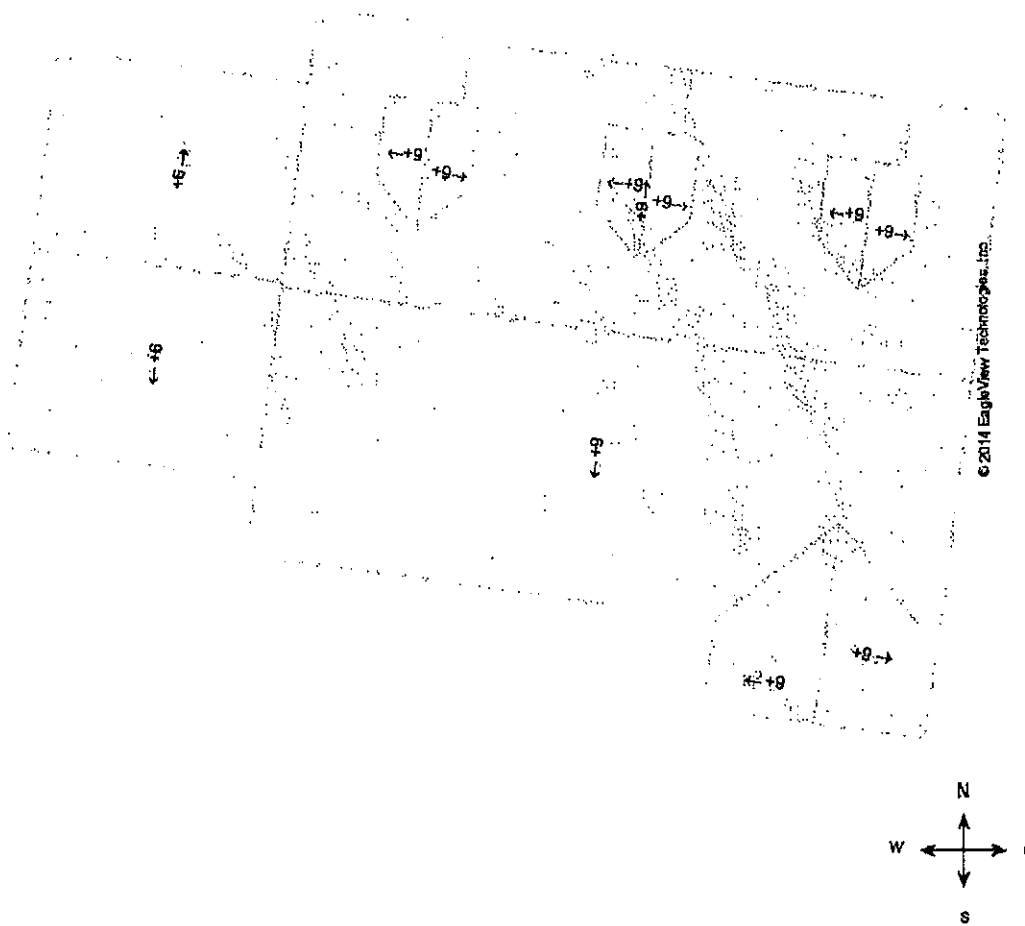
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# **Pitch Diagram**

Pitch values are shown in inches per foot, and arrows indicate slope direction. The predominant pitch on this roof is 9/12.



**Note:** This diagram contains labeled pitches for facet areas larger than 20 square feet. In some cases, pitch labels have been removed for readability. Blue shading indicates a pitch of 3/12 and greater.



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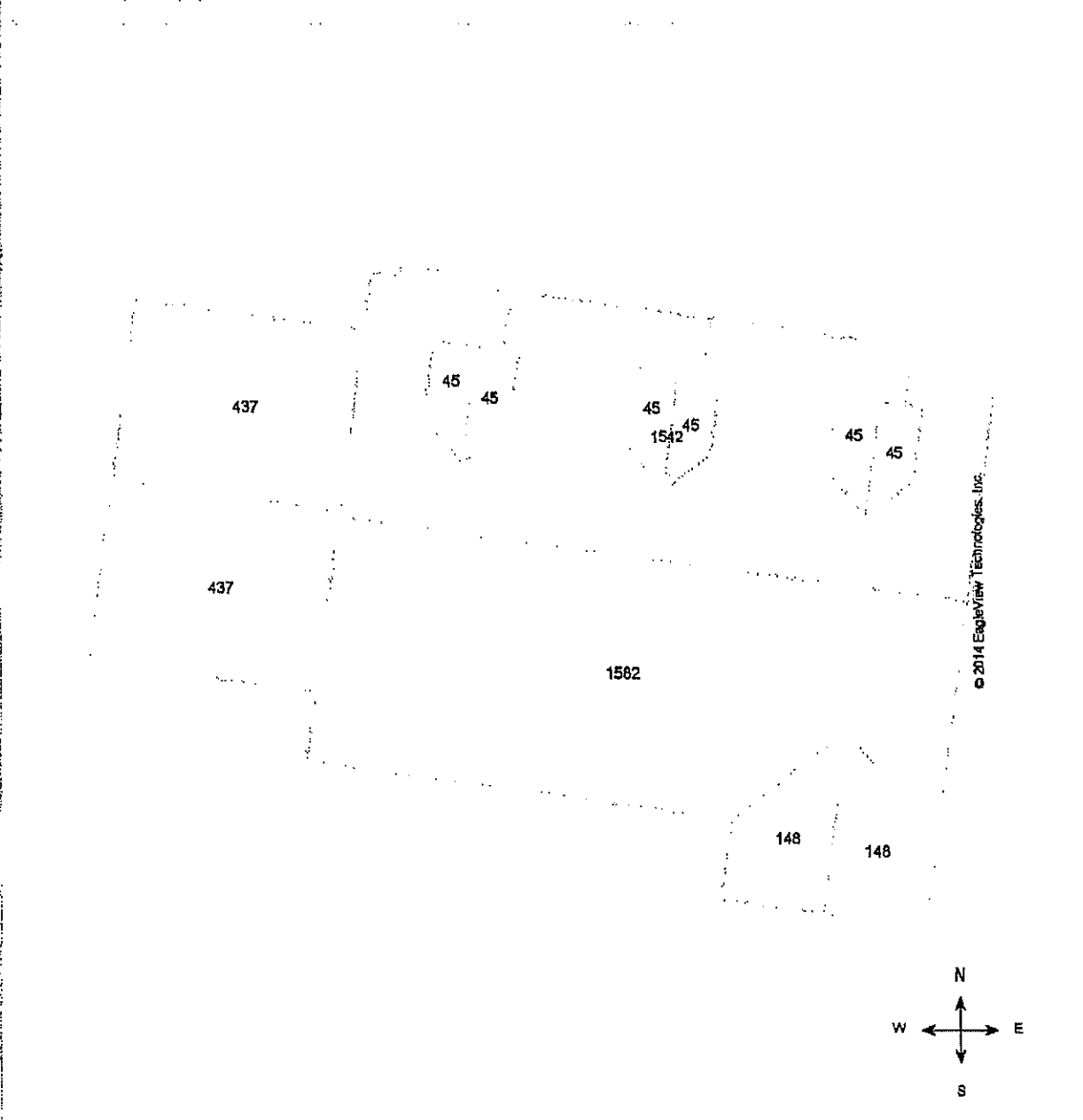
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# **Area Diagram**

Total Area = 4,565 sq ft, with 12 facets.



**Note:** This diagram shows the square feet of each roof facet (rounded to the nearest foot). The total area in square feet, at the top of this page, is based on the non-rounded values of each roof facet (rounded to the nearest square foot after being totaled).



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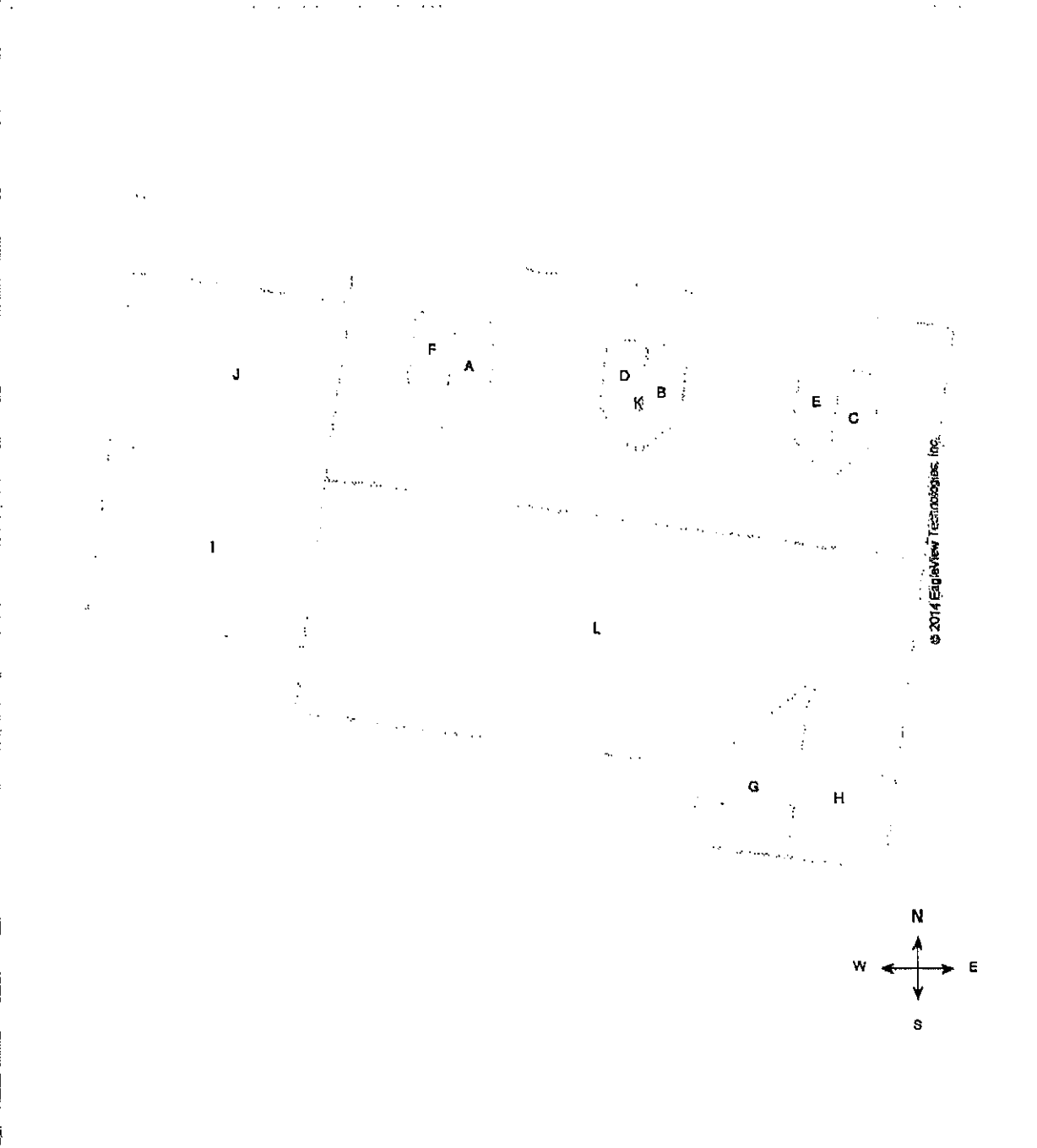
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### Notes Diagram

Roof facets are labeled from smallest to largest (A to Z) for easy reference.



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**Report Summary**

Below is a measurement summary using the values presented in this report.

**Areas per Pitch**

<b>Roof Pitches</b>	6/12	9/12
<b>Area (sq ft)</b>	874.4	3690.5
<b>% of Roof</b>	19.2%	80.8%

The table above lists each pitch on this roof and the total area and percent (both rounded) of the roof with that pitch.

**Waste Calculation Table**

<b>Waste %</b>	<b>0%</b>	<b>10%</b>	<b>12%</b>	<b>15%</b>	<b>17%</b>	<b>20%</b>	<b>22%</b>
<b>Area (sq ft)</b>	4,565	5,022	5,113	5,250	5,341	5,478	5,569
<b>Squares</b>	45.6	50.2	51.1	52.5	53.4	54.8	55.7

This table shows the total roof area and squares (rounded up to the nearest decimal) based upon different waste percentages. The waste factor is subject to the complexity of the roof, individual roofing techniques and your experience. Please consider this when calculating appropriate waste percentages. Note that only roof area is included in these waste calculations. Additional materials needed for ridge, hip, valley, and starter lengths are not included.



Total Roof Facets = 12

**Lengths, Areas and Pitches**

Ridges = 133 ft (6 Ridges)  
 Hips = 0 ft (0 Hips)  
 Valleys = 69 ft (8 Valleys)  
 Rakes\* = 210 ft (16 Rakes)  
 Eaves/Starter\*\* = 203 ft (17 Eaves)  
 Drip Edge (Eaves + Rakes) = 413 ft (33 Lengths)  
 Parapet Walls = 0 (0 Lengths)  
 Flashing = 24 ft (9 Lengths)  
 Step flashing = 80 ft (8 Lengths)  
 Total Area = 4,565 sq ft  
 Predominant Pitch = 9/12

**Property Location**

Longitude = -100.4756990  
 Latitude = 31.4259420

**Notes**

This was ordered as a residential property. There were no changes to the structure in the past four years.

**Online Maps**

Online map of property

[http://maps.google.com/maps?f=q&source=s\\_q&hl=en&geocode=&q=2801+Hemlock+Dr, San+Angelo, TX 76904-6112](http://maps.google.com/maps?f=q&source=s_q&hl=en&geocode=&q=2801+Hemlock+Dr, San+Angelo, TX 76904-6112)

Directions from Haag Engineering CO. to this property

[http://maps.google.com/maps?f=d&source=s\\_d&saddr=4949+W+Royal+Ln, Irving, TX 75063&daddr=2801+Hemlock+Dr, San+Angelo, TX 76904-6112](http://maps.google.com/maps?f=d&source=s_d&saddr=4949+W+Royal+Ln, Irving, TX 75063&daddr=2801+Hemlock+Dr, San+Angelo, TX 76904-6112)

- \* Rakes are defined as roof edges that are sloped (not level).  
 \*\* Eaves are defined as roof edges that are not sloped and level.



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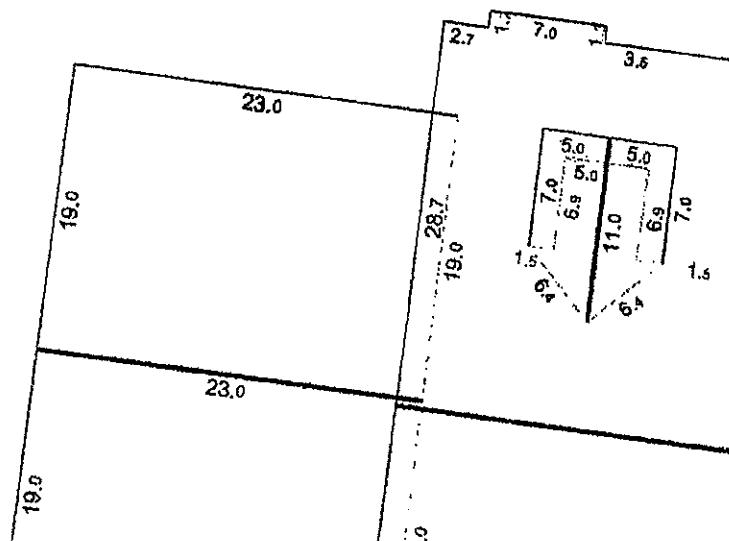
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**Appendix: Detailed Length Diagram**  
**Top Left Corner of the Length Diagram**



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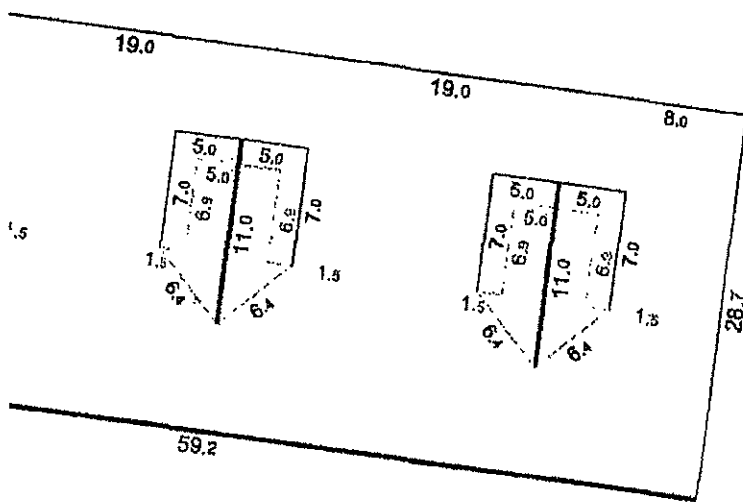
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# **Appendix: Detailed Length Diagram** **Top Right Corner of the Length Diagram**



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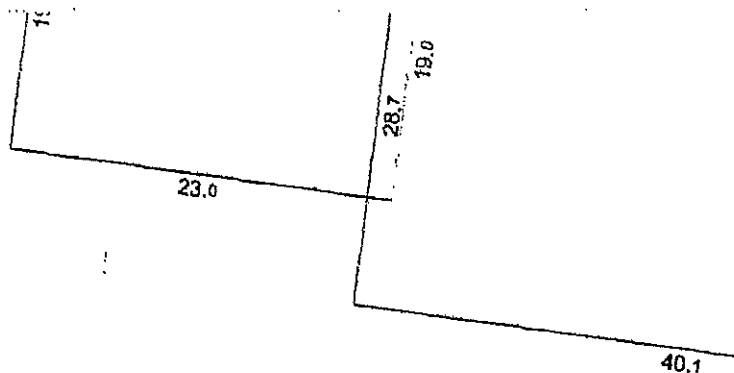
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**Appendix: Detailed Length Diagram**  
**Bottom Left Corner of the Length Diagram**



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Report: 92848.79

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0614000099/Chandler

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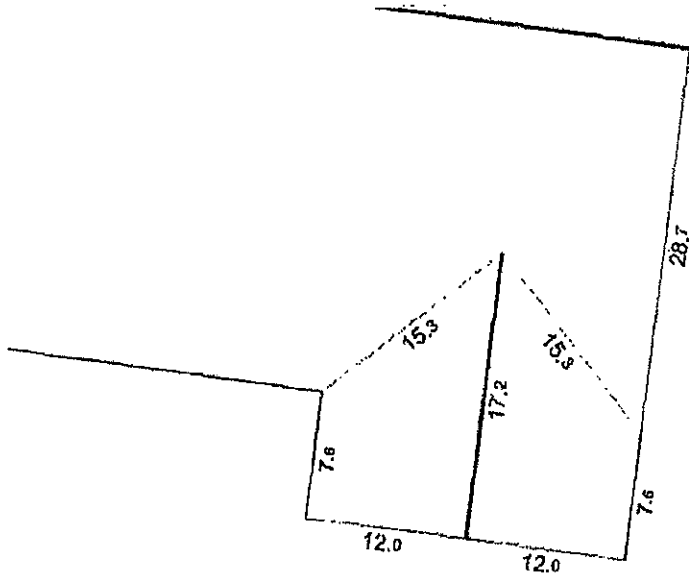
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**Appendix: Detailed Length Diagram**  
**Bottom Right Corner of the Length Diagram**



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## Attachment B



9/5/2014

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NCDC &gt; Storm Events Database (Select State) &gt; (Select Date/County/Event)

## Storm Events Database

## Data Access

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## External Resources

[NOAA's SPC Reports](#)  
[NOAA's SPC WCM Page](#)  
[NOAA's NWS Damage Assessment Toolkit](#)  
[ESRI/FEMA Civil Air Patrol Images](#)  
[SHELDUS](#)  
[USDA Cause of Loss Data](#)

## Storm Events Database

## Search Results for Tom Green County, Texas

35 events were reported between 01/01/2012 and 05/31/2014 (882 days)

## Summary Info:

Number of County/Zone areas affected:	1
Number of Days with Event:	11
Number of Days with Event and Death:	0
Number of Days with Event and Death or Injury:	0
Number of Days with Event and Property Damage:	0
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	1

## Column Definitions:

'Mag': Magnitude, 'Dth': Deaths, 'Inj': Injuries, 'PrD': Property Damage, 'CrD': Crop Damage

Click on [Location](#) below to display details.Available Event Types have changed over time. Please refer to the [Database Details](#) for more information.

## Data Export: (current results)

Filter: [All Hail](#)Sort By: [Date/Time \(Oldest\)](#)

Location	County/Zone	St.	Date	Time	T.Z.	Type	Mag	Dth	Inj	PrD	CrD
<b>Totals:</b>								0	0	0.00K	0.00K
<a href="#">SAN ANGELO</a>	TOM GREEN CO.	TX	03/08/2012	23:01	CST-6	Hail	1.25 in.	0	0	0.00K	0.00K
<a href="#">GOODFELLOW AFB</a>	TOM GREEN CO.	TX	05/07/2012	12:25	CST-6	Hail	0.88 in.	0	0	0.00K	0.00K
<a href="#">TANKERSLY ARPT</a>	TOM GREEN CO.	TX	05/07/2012	12:37	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
<a href="#">(S.)TIMATHIS FLD SAN</a>	TOM GREEN CO.	TX	05/07/2012	12:44	CST-6	Hail	0.75 in.	0	0	0.00K	0.00K
<a href="#">TANKERSLY</a>	TOM GREEN CO.	TX	05/07/2012	12:45	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
<a href="#">(S.)TIMATHIS FLD SAN</a>	TOM GREEN CO.	TX	05/07/2012	12:45	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
<a href="#">GOODFELLOW AFB</a>	TOM GREEN CO.	TX	05/07/2012	13:06	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
<a href="#">WALL</a>	TOM GREEN CO.	TX	05/07/2012	13:14	CST-6	Hail	0.88 in.	0	0	0.00K	0.00K
<a href="#">WALL</a>	TOM GREEN CO.	TX	05/07/2012	13:21	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
<a href="#">CARLSBAD</a>	TOM GREEN CO.	TX	10/13/2012	16:33	CST-6	Hail	0.88 in.	0	0	0.00K	0.00K
<a href="#">SAN ANGELO RES</a>	TOM GREEN CO.	TX	10/13/2012	17:25	CST-6	Hail	1.75 in.	0	0	0.00K	0.00K
<a href="#">(S.)TIMATHIS FLD SAN</a>	TOM GREEN CO.	TX	10/13/2012	18:35	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
<a href="#">CHRISTOVAL</a>	TOM GREEN CO.	TX	10/13/2012	19:40	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
<a href="#">CHRISTOVAL</a>	TOM GREEN CO.	TX	10/13/2012	20:00	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
<a href="#">PECAN STATION</a>	TOM GREEN CO.	TX	02/10/2013	00:01	CST-6	Hail	1.75 in.	0	0	0.00K	0.00K
<a href="#">SAN ANGELO RES</a>	TOM GREEN CO.	TX	03/09/2013	15:45	CST-6	Hail	1.25 in.	0	0	0.00K	0.00K
<a href="#">HARRIET</a>	TOM GREEN CO.	TX	04/18/2013	01:35	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
<a href="#">CARLSBAD</a>	TOM GREEN CO.	TX	05/01/2013	19:15	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
<a href="#">SAN ANGELO RES</a>	TOM GREEN CO.	TX	05/01/2013	19:25	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
<a href="#">TOM GREEN CO.</a>	TOM GREEN CO.	TX	06/05/2013	18:38	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
<a href="#">TOM GREEN CO.</a>	TOM GREEN CO.	TX	06/05/2013	19:00	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
<a href="#">SAN ANGELO RES</a>	TOM GREEN CO.	TX	10/18/2013	18:53	CST-6	Hail	1.00 in.	0	0	0.00K	0.00K
<a href="#">SAN ANGELO</a>	TOM GREEN CO.	TX	10/18/2013	19:02	CST-6	Hail	0.75 in.	0	0	0.00K	0.00K
<a href="#">TANKERSLY</a>	TOM GREEN CO.	TX	05/07/2014	18:19	CST-6	Hail	1.25 in.	0	0	0.00K	0.00K
<a href="#">(S.)TIMATHIS FLD SAN</a>	TOM GREEN CO.	TX	05/07/2014	19:26	CST-6	Hail	1.50 in.	0	0	0.00K	0.00K

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<u>SUTIMATHIS FLD SAN</u>	TOM GREEN CO.	TX	05/07/2014	19:30	CST-8	Hail	0.88 in.	0	0	0.00K	0.00K
<u>WATER VLY</u>	TOM GREEN CO.	TX	05/28/2014	19:45	CST-8	Hail	1.75 in.	0	0	0.00K	0.00K
<u>CARLSBAD</u>	TOM GREEN CO.	TX	05/26/2014	20:17	CST-8	Hail	1.00 in.	0	0	0.00K	0.00K
<u>CARLSBAD</u>	TOM GREEN CO.	TX	05/28/2014	20:17	CST-8	Hail	1.75 in.	0	0	0.00K	0.00K
<u>CARLSBAD</u>	TOM GREEN CO.	TX	05/26/2014	20:22	CST-8	Hail	1.75 in.	0	0	0.00K	0.00K
<u>CARLSBAD</u>	TOM GREEN CO.	TX	05/26/2014	20:30	CST-8	Hail	1.75 in.	0	0	0.00K	0.00K
<u>SAN ANGELO</u>	TOM GREEN CO.	TX	05/28/2014	20:46	CST-8	Hail	1.00 in.	0	0	0.00K	0.00K
<u>SAN ANGELO</u>	TOM GREEN CO.	TX	05/26/2014	20:47	CST-8	Hail	1.75 in.	0	0	0.00K	0.00K
<u>SAN ANGELO</u>	TOM GREEN CO.	TX	05/26/2014	20:48	CST-8	Hail	1.00 in.	0	0	0.00K	0.00K
<u>SAN ANGELO</u>	TOM GREEN CO.	TX	05/26/2014	20:49	CST-8	Hail	1.00 in.	0	0	0.00K	0.00K
<b>Totals:</b>								0	0	0.00K	0.00K

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Storm Events Database - Search Results | National Climatic Data Center

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NOAA's NWS Damage  
Assessment Toolkit  
ESRUFEMA Civil Air Patrol  
Images  
SHELDUS  
USDA Cause of Loss Data

## Storm Events Database

## Search Results for Tom Green County, Texas

Event Types: High Wind, Marine High Wind, Marine Strong Wind, Marine Thunderstorm Wind, Strong Wind, Thunderstorm Wind

Tom Green county contains the following zones:

'Tom Green'

24 events were reported between 01/01/2012 and 05/31/2014 (882 days)

## Summary Info:

Number of County/Zone areas affected:	2
Number of Days with Event:	13
Number of Days with Event and Death:	0
Number of Days with Event and Death or Injury:	0
Number of Days with Event and Property Damage:	0
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	2

## Data Export: (current results)



## Column Definitions:

'Mag': Magnitude, 'Dth': Deaths, 'Inj': Injuries, 'PrD': Property Damage, 'CrD': Crop Damage

## Wind Magnitude Definitions:

Measured Gust:'MG', Estimated Gust:'EG', Measured Sustained:'MS', Estimated Sustained:'ES'

Click on Location below to display details.

Available Event Types have changed over time. Please refer to the [Database Details](#) for more information.

Filter: All Wind Speeds

Sort By: Date/Time (Oldest)

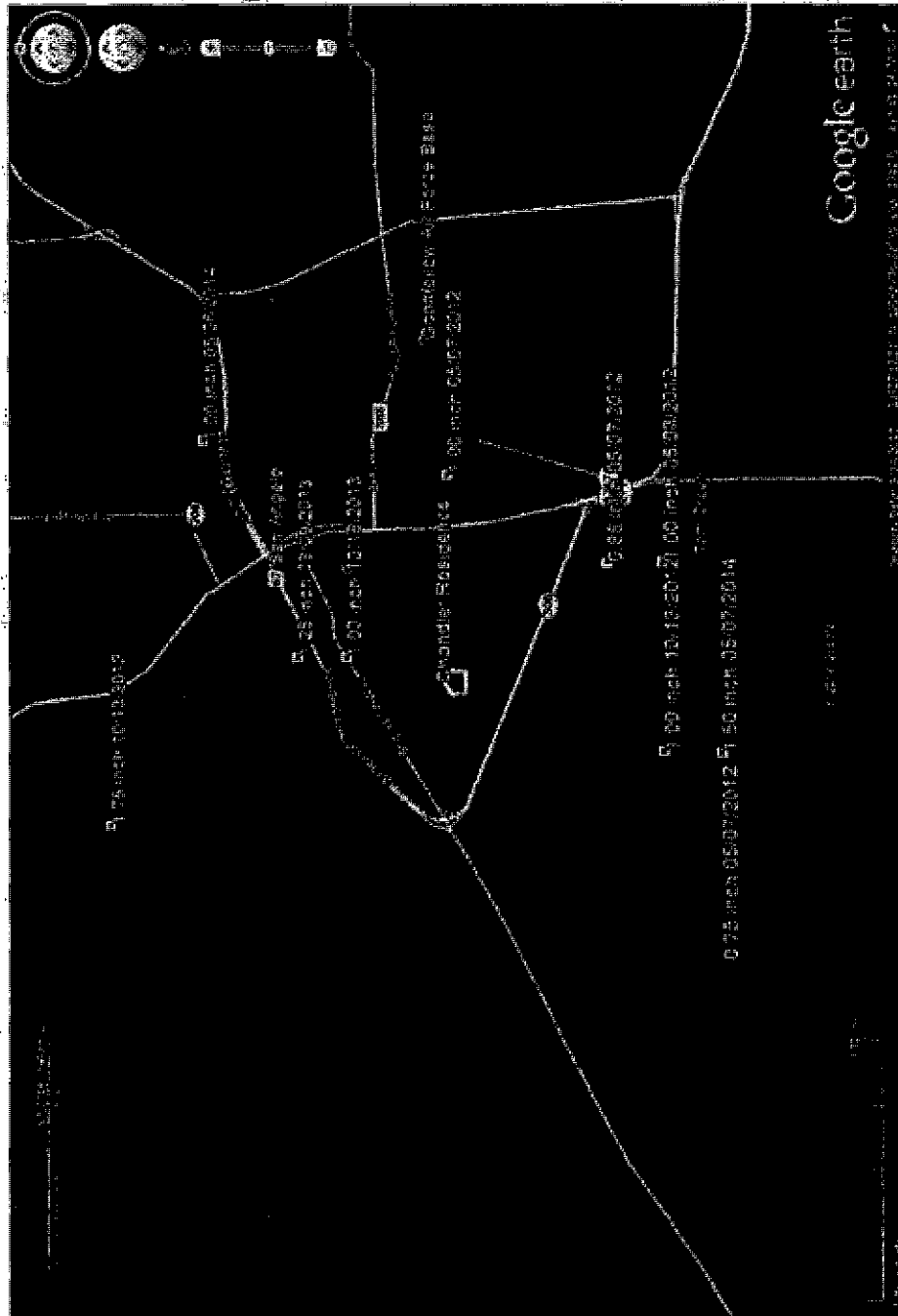
Location	County/Zone	St.	Date	Time	T.Z.	Type	Mag	Dth	Inj	PrD	CrD
<b>Totals:</b>								0	0	0.00K	0.00K
<a href="#">WALL</a>	TOM GREEN CO.	TX	05/10/2012	11:34	CST-6	Thunderstorm Wind	52 kts. EG	0	0	0.00K	0.00K
<a href="#">VERBEST</a>	TOM GREEN CO.	TX	05/10/2012	11:50	CST-6	Thunderstorm Wind	52 kts. EG	0	0	0.00K	0.00K
<a href="#">WALL</a>	TOM GREEN CO.	TX	05/10/2012	11:54	CST-6	Thunderstorm Wind	65 kts. EG	0	0	0.00K	0.00K
<a href="#">TWIN BUTTES RES</a>	TOM GREEN CO.	TX	07/09/2012	16:17	CST-6	Thunderstorm Wind	65 kts. EG	0	0	0.00K	0.00K
<a href="#">TANKERSLY</a>	TOM GREEN CO.	TX	07/25/2012	18:15	CST-6	Thunderstorm Wind	56 kts. EG	0	0	0.00K	0.00K
<a href="#">WALL</a>	TOM GREEN CO.	TX	08/12/2012	21:16	CST-6	Thunderstorm Wind	52 kts. EG	0	0	0.00K	0.00K
<a href="#">WALL</a>	TOM GREEN CO.	TX	08/12/2012	21:47	CST-6	Thunderstorm Wind	52 kts. EG	0	0	0.00K	0.00K
<a href="#">TOM GREEN (ZONE)</a>	TOM GREEN (ZONE)	TX	02/25/2013	11:50	CST-6	High Wind	50 kts. MG	0	0	0.00K	0.00K
<a href="#">TOM GREEN (ZONE)</a>	TOM GREEN (ZONE)	TX	02/25/2013	12:22	CST-6	High Wind	53 kts. MG	0	0	0.00K	0.00K
<a href="#">SAN ANGELO</a>	TOM GREEN CO.	TX	04/18/2013	01:25	CST-6	Thunderstorm Wind	52 kts. EG	0	0	0.00K	0.00K
<a href="#">WALL</a>	TOM GREEN CO.	TX	04/18/2013	01:30	CST-6	Thunderstorm Wind	52 kts. EG	0	0	0.00K	0.00K
<a href="#">CARLSBAD</a>	TOM GREEN CO.	TX	05/23/2013	22:05	CST-6	Thunderstorm Wind	55 kts. EG	0	0	0.00K	0.00K
<a href="#">TOM GREEN CO.</a>	TOM GREEN CO.	TX	06/05/2013	18:38	CST-6	Thunderstorm Wind	52 kts. EG	0	0	0.00K	0.00K
<a href="#">TOM GREEN CO.</a>	TOM GREEN CO.	TX	08/05/2013	19:00	CST-6	Thunderstorm Wind	56 kts. EG	0	0	0.00K	0.00K
<a href="#">TOM GREEN CO.</a>	TOM GREEN CO.	TX	06/17/2013	22:28	CST-6	Thunderstorm Wind	52 kts. EG	0	0	0.00K	0.00K
<a href="#">TANKERSLY</a>	TOM GREEN CO.	TX	08/23/2013	14:45	CST-6	Thunderstorm Wind	52 kts. EG	0	0	0.00K	0.00K
<a href="#">WALL</a>	TOM GREEN CO.	TX	10/13/2013	07:25	CST-6	Thunderstorm Wind	53 kts. MG	0	0	0.00K	0.00K
<a href="#">TANKERSLY</a>	TOM GREEN CO.	TX	05/07/2014	19:19	CST-6	Thunderstorm Wind	61 kts. EG	0	0	0.00K	0.00K
<a href="#">S.TOMATHIS FLD SAN</a>	TOM GREEN CO.	TX	05/07/2014	19:22	CST-6	Thunderstorm Wind	71 kts. MG	0	0	0.00K	0.00K

9/8/2014

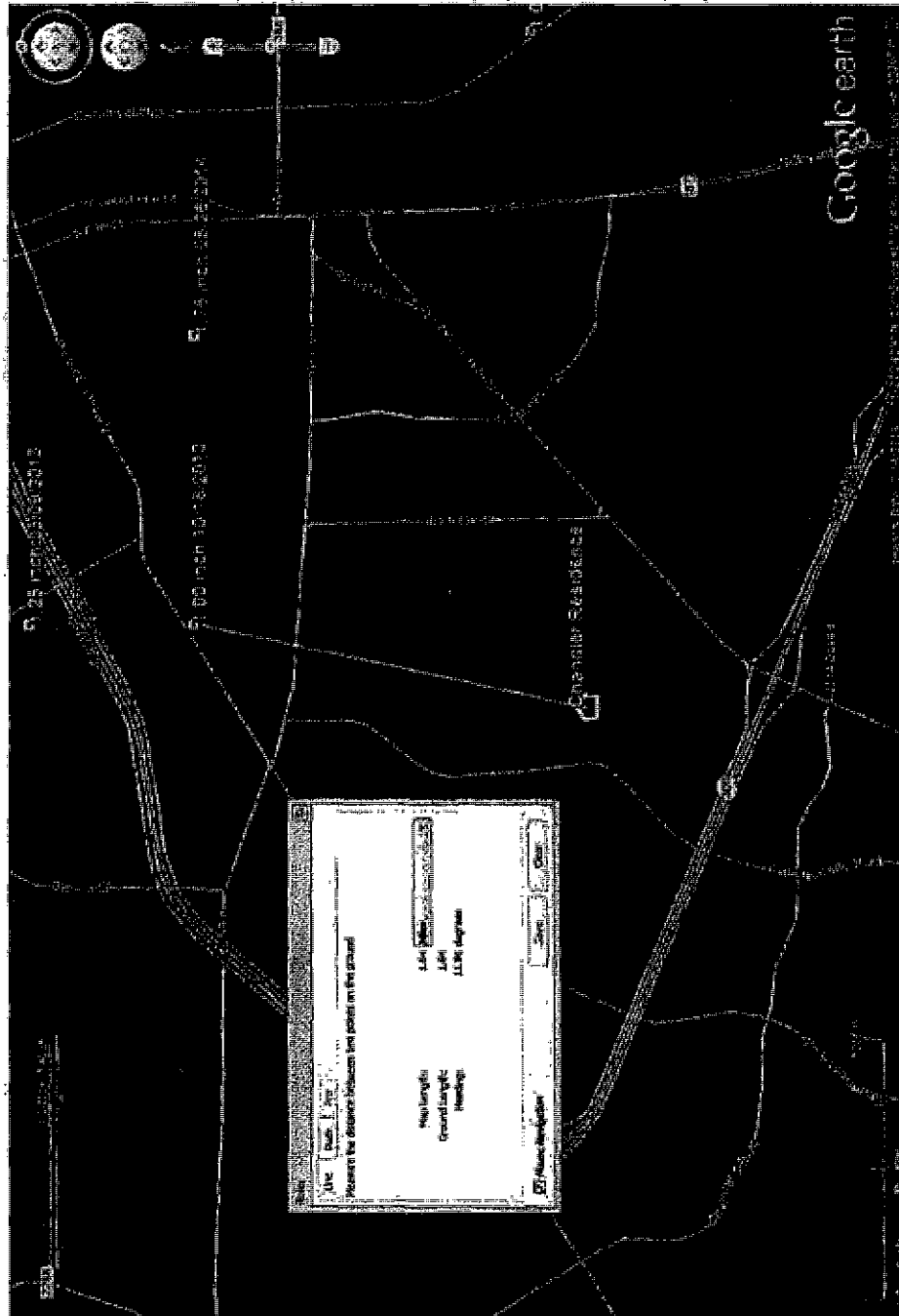
## Storm Events Database - Search Results | National Climatic Data Center

<u>(S)T MATHIS FLD SAN</u>	TOM GREEN CO.	TX	05/07/2014	19:25	CST-6	Thunderstorm Wind	65 kts. EG	0	0	0.00K	0.00K
<u>SAN ANGELO</u>	TOM GREEN CO.	TX	05/07/2014	19:30	CST-6	Thunderstorm Wind	61 kts. EG	0	0	0.00K	0.00K
<u>HARRIET</u>	TOM GREEN CO.	TX	05/07/2014	19:48	CST-6	Thunderstorm Wind	61 kts. EG	0	0	0.00K	0.00K
<u>SAN ANGELO RES</u>	TOM GREEN CO.	TX	05/26/2014	20:53	CST-6	Thunderstorm Wind	56 kts. EG	0	0	0.00K	0.00K
<u>WALL</u>	TOM GREEN CO.	TX	05/26/2014	21:09	CST-6	Thunderstorm Wind	53 kts. MG	0	0	0.00K	0.00K
<b>Totals:</b>								0	0	0.00K	0.00K

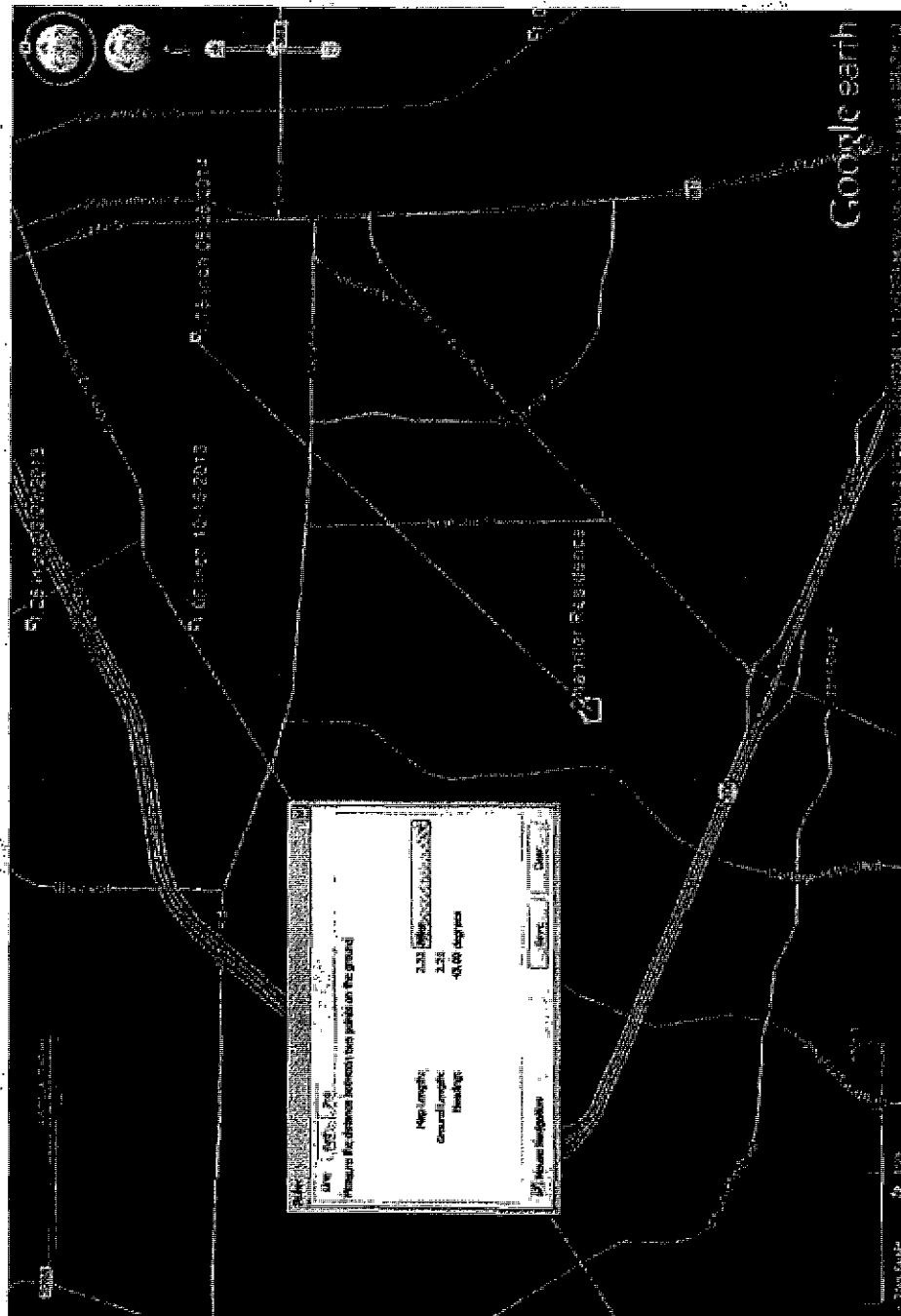
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Google imagery with reported hail fall locations based on the latitude/longitude coordinates provided in the reports.



The nearest report in the research timeframe was 1-3/5 miles north where one-inch-diameter stones reportedly fell on October 18, 2013.



The next nearest report was on May 26, 2014, where 1-3/4 inch diameter hailstones reportedly fell 2-1/4 miles northeast.

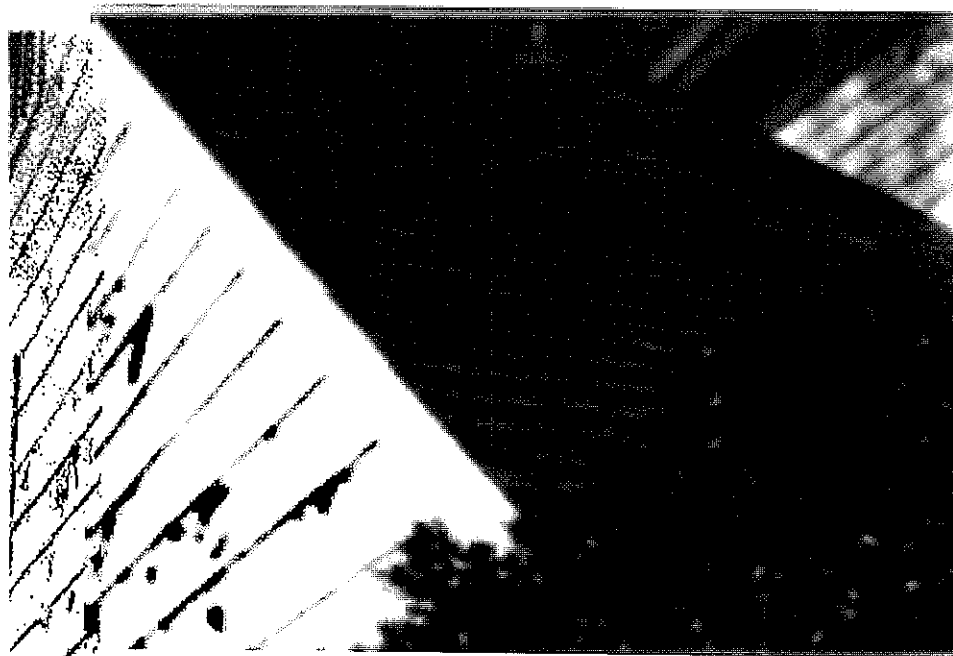
Photographs



Helen Chandler Residence  
San Angelo, Texas  
Haag File: 0614000099-249/601



1. Property front (north) elevation.

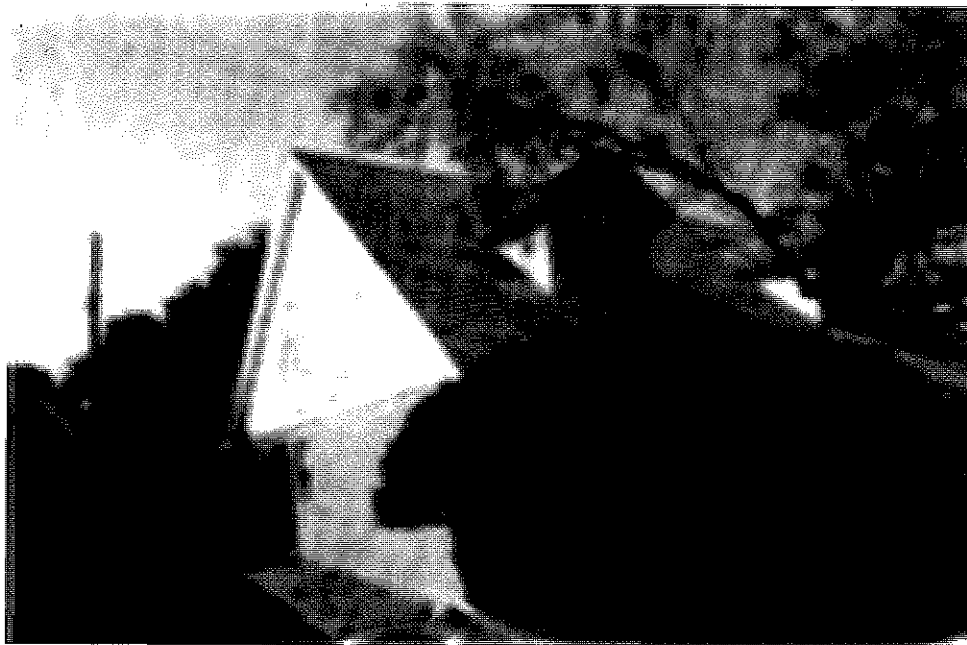


2. Tree abraded shingles at the roof northeast corner.

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San Angelo, Texas  
Haag File: 0614000099-249/601



3. Close-up of white railing.



4. Building east elevation.



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San Angelo, Texas  
Haag File: 0614000099-249/601



5. Peeled paint on the masonite-type siding.



6. Roof main north slope.

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7. Garage at the building west end.



8. Building west elevation.

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San Angelo, Texas  
Haag File: 0614000099-249/601



9. Panoramic view (1 of 2) of the property rear (south) elevation.



10. Panoramic view (2 of 2) of the property rear (south) elevation.

Helen Chandler Residence  
San Angelo, Texas  
Haag File: 0614000099-249/601



11. Tree on the rear elevation that was removed after the storm.



12. Roof main rear slope.

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San Angelo, Texas  
Haag File: 0614000099-249/601

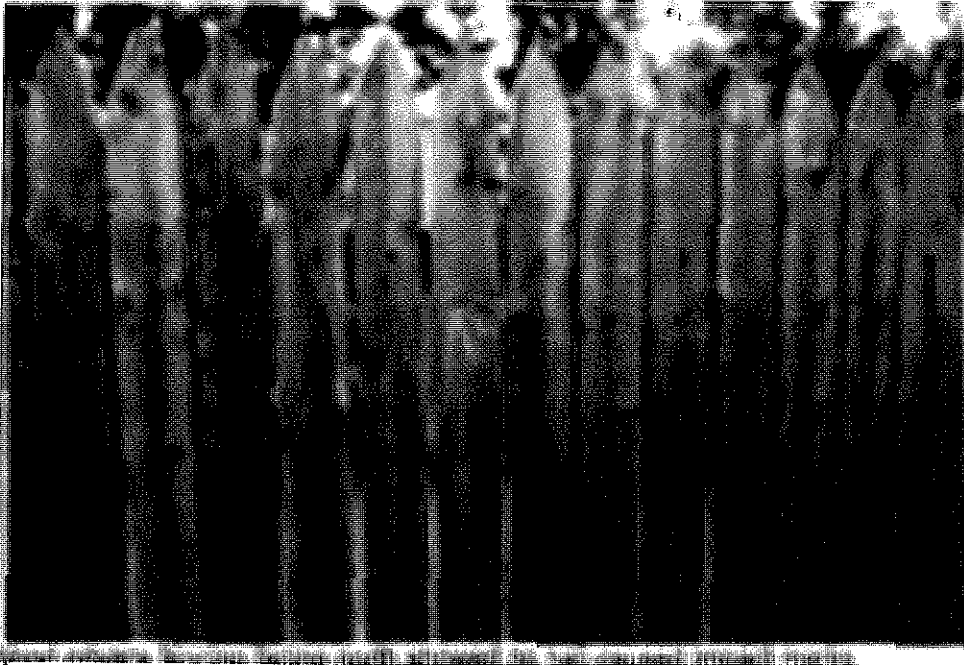


13. Wood privacy fencing facing south showed impact marks measuring up to 1/4 inch wide.

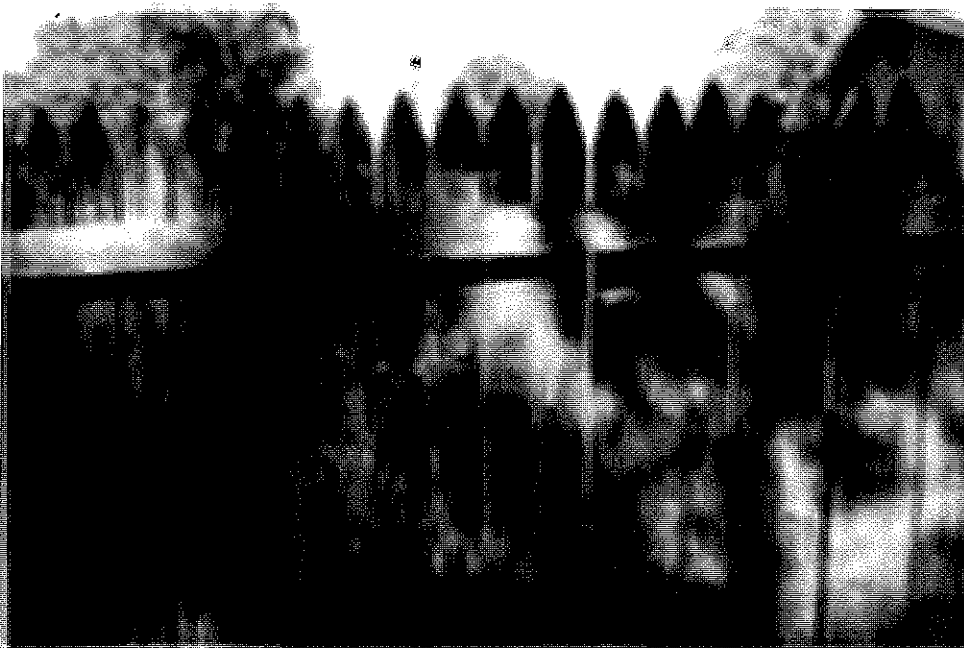


14. Wood privacy fencing facing west showed possible impact marks measuring less than 1/4 inch wide.

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15. Wood privacy fencing facing west shown.



16. Wood privacy fencing facing east showed no hail-caused impact marks.

8/25/15

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San Angelo, Texas  
Haag File: 0614000099-249/601

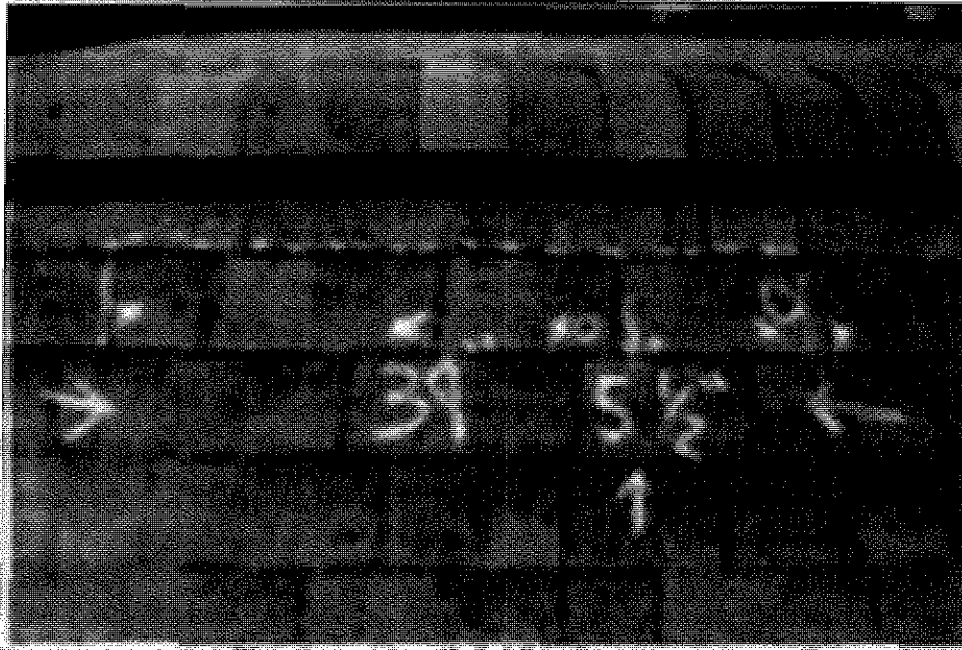


17. Panoramic view (1 of 2) of the garage roof, photographer facing east.

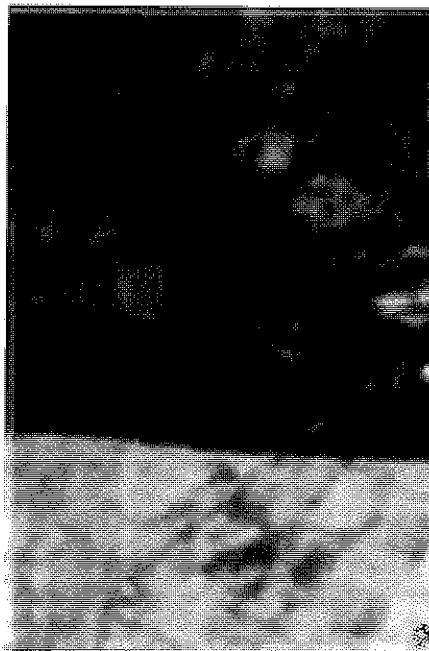


18. Panoramic view (2 of 2) of the garage roof, photographer facing east.

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19. Shingles, damaged, on the south side of the garage, showing the number 39 and the fraction 5 1/2.



20. Tree abraded shingles on the garage south slope.



Helen Chandler Residence  
San Angelo, Texas  
Haag File: 0614000099-249/601

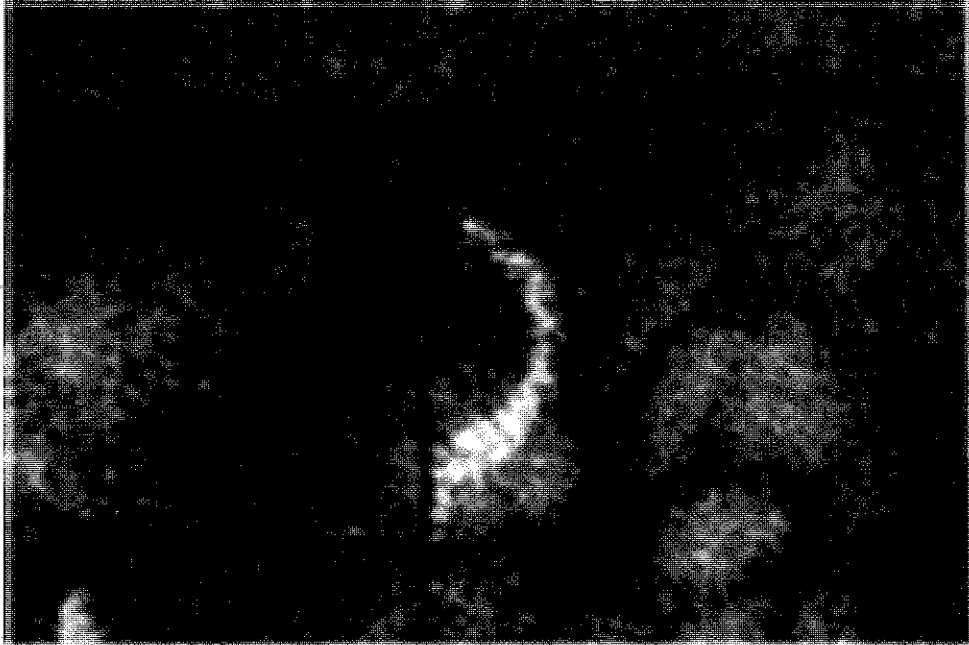


21. Close up view of the steel reinforcing matting at the south edge. Note the black reinforcing mat.



22. Garage south test area.

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San Angelo, Texas  
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23. ~~Curved surface of the debris was intact, making the surface of the chip~~  
was intact.



24. Surface anomaly in the south test area was not coincident with a fractured reinforcing mat.

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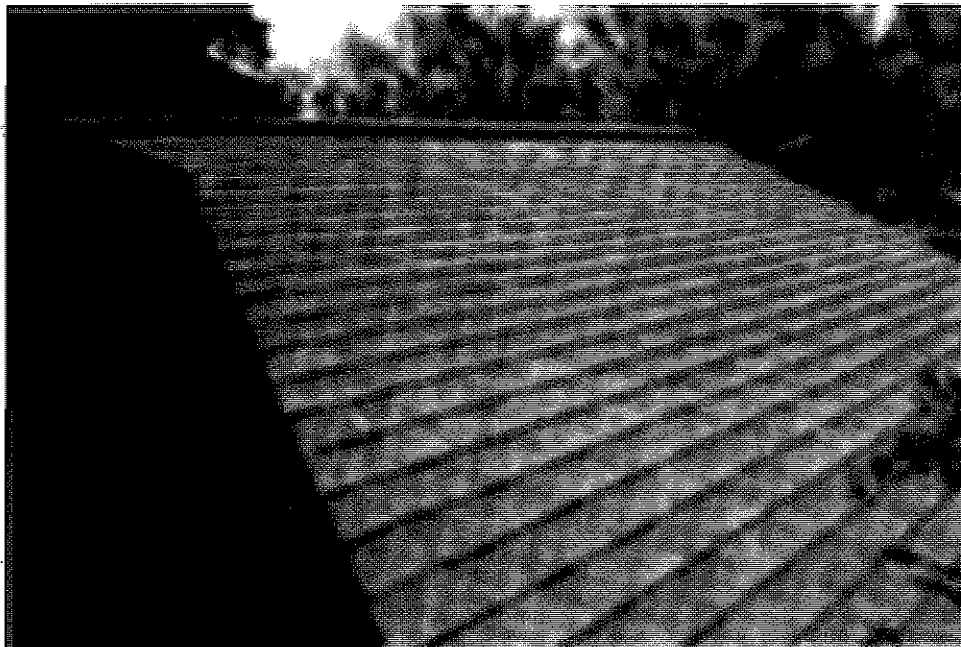


25. Surface anomaly shown in the previous photograph aligned with a nail fastener.

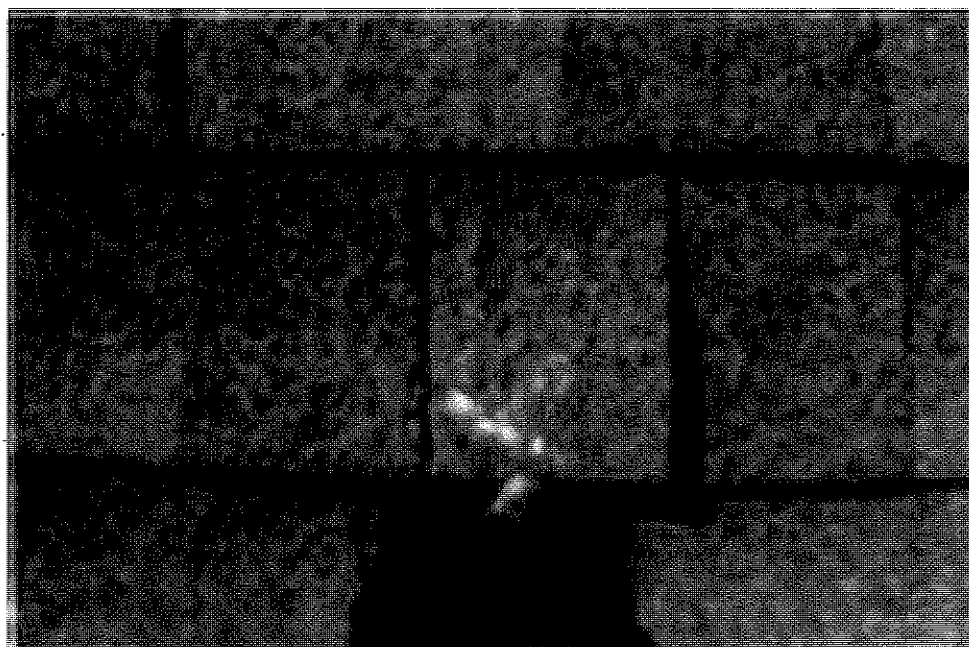


26. Surface anomaly in the south test area was coincident with a fractured reinforcing mat.

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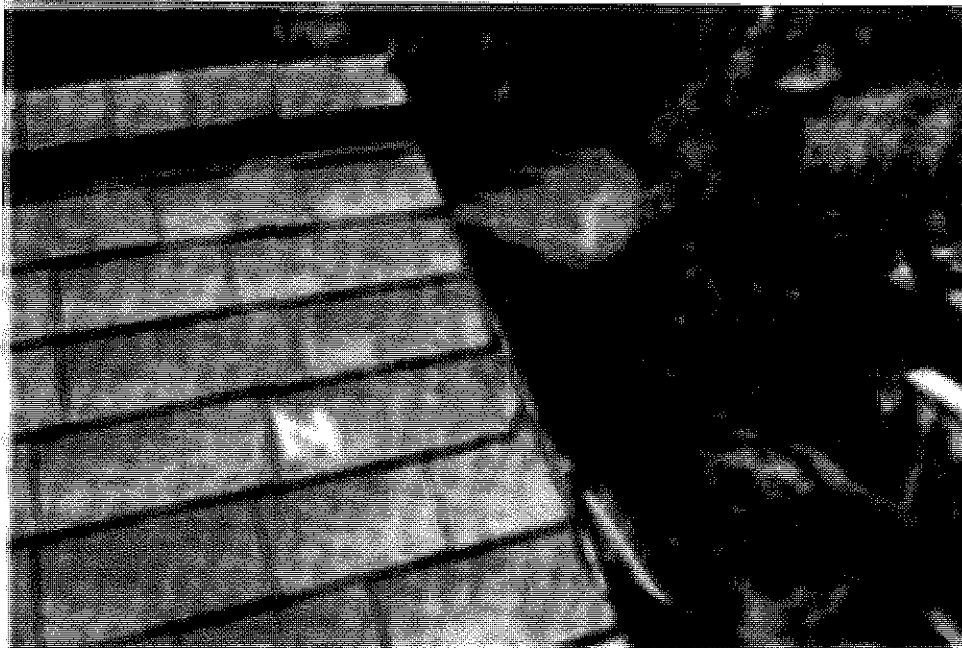


27. Garage north test area.

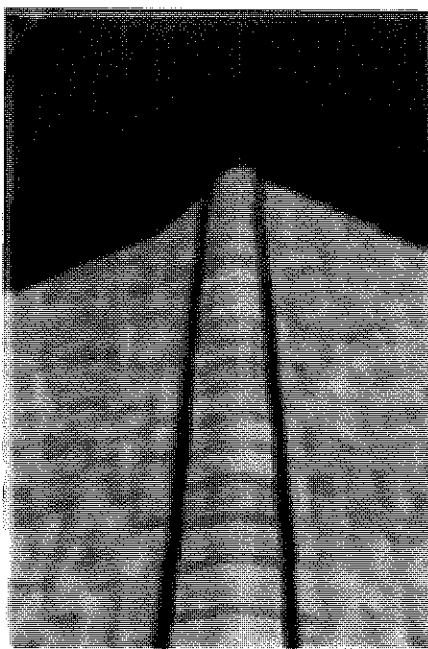


28. Surface anomaly in the north test area was not coincident with a fractured reinforcing mat.

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San Angelo, Texas  
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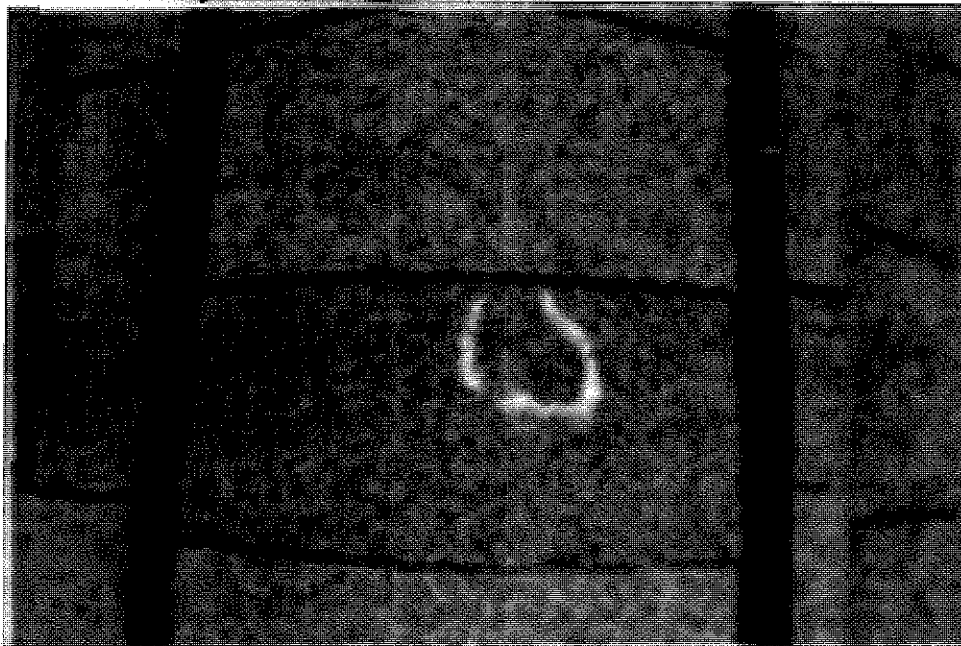


29. Tree abraded shingles on the garage north slope.

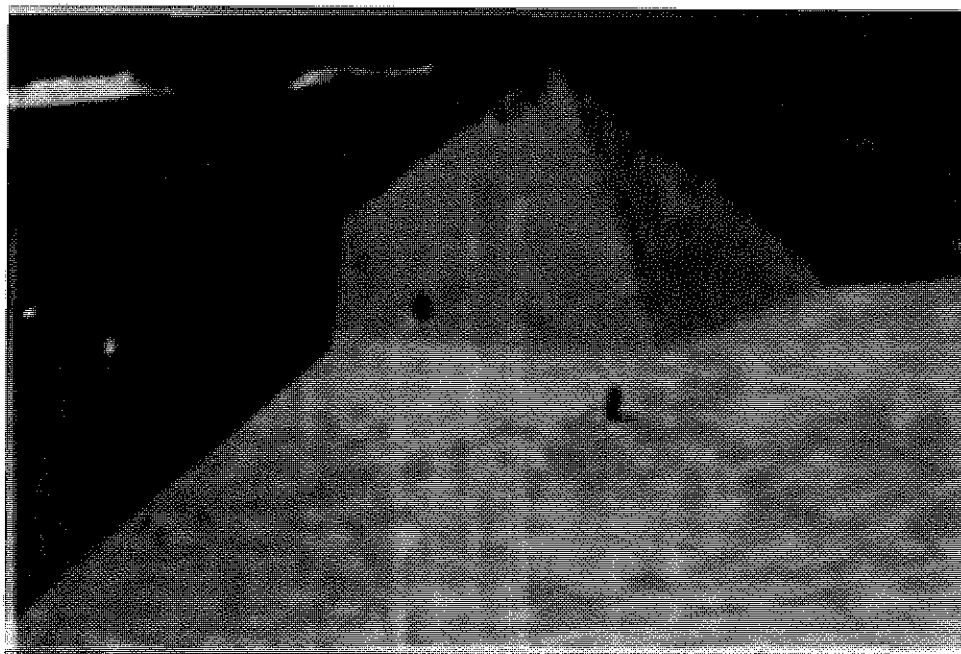


30. Garage ridge.

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San Angelo, Texas  
Haag File: 0614000099-249/601



31. Ridge cap with granule loss and a soft spot.



32. Panoramic view (1 of 4) of the main roof slopes; photographer facing west.

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San Angelo, Texas  
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33. Panoramic view (2 of 4) of the main roof slopes, photographer facing west.



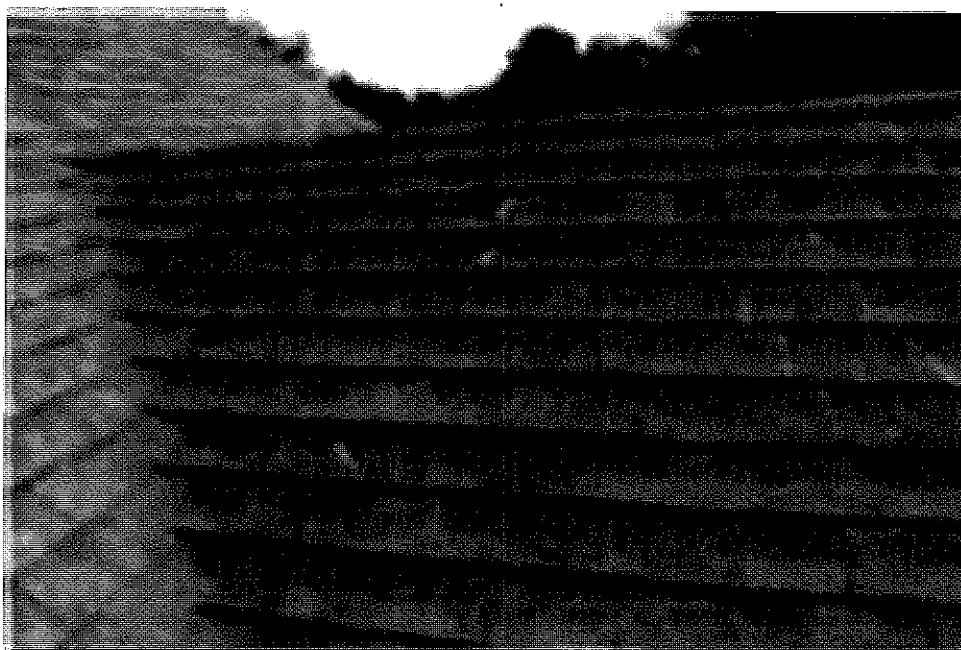
34. Panoramic view (3 of 4) of the main roof slopes, photographer facing west.



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35.



36. Panoramic view (1 of 2) of the west test area.



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Haag File: 0614000099-249/601



37. Panoramic view (2 of 2) of the west test area.

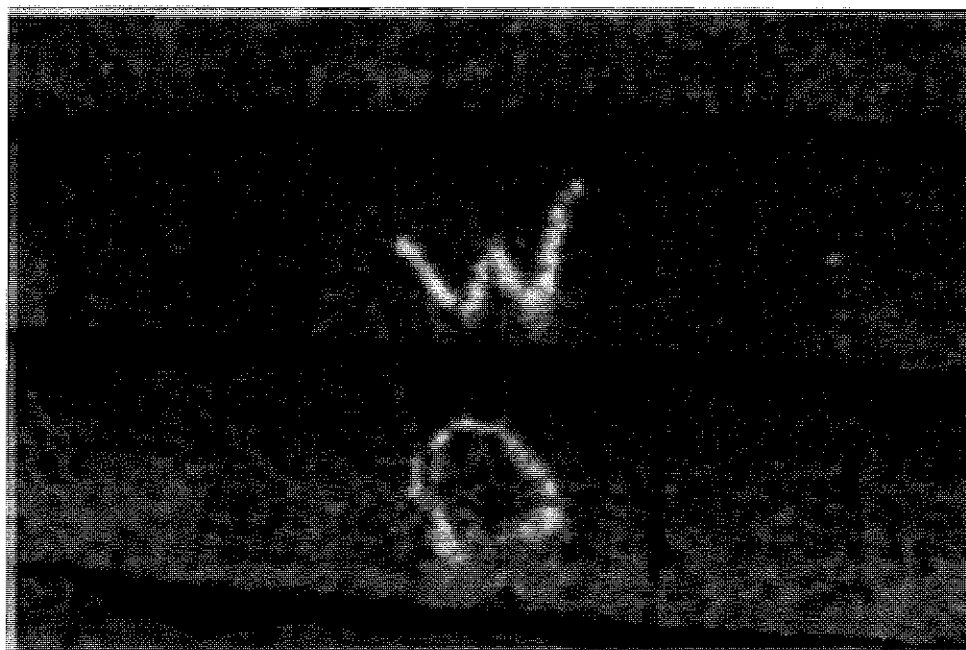


38. Surface anomaly in the west test area was not coincident with a fractured reinforcing mat.

Helen Chandler Residence  
San Angelo, Texas  
Haag File: 0614000099-249/601

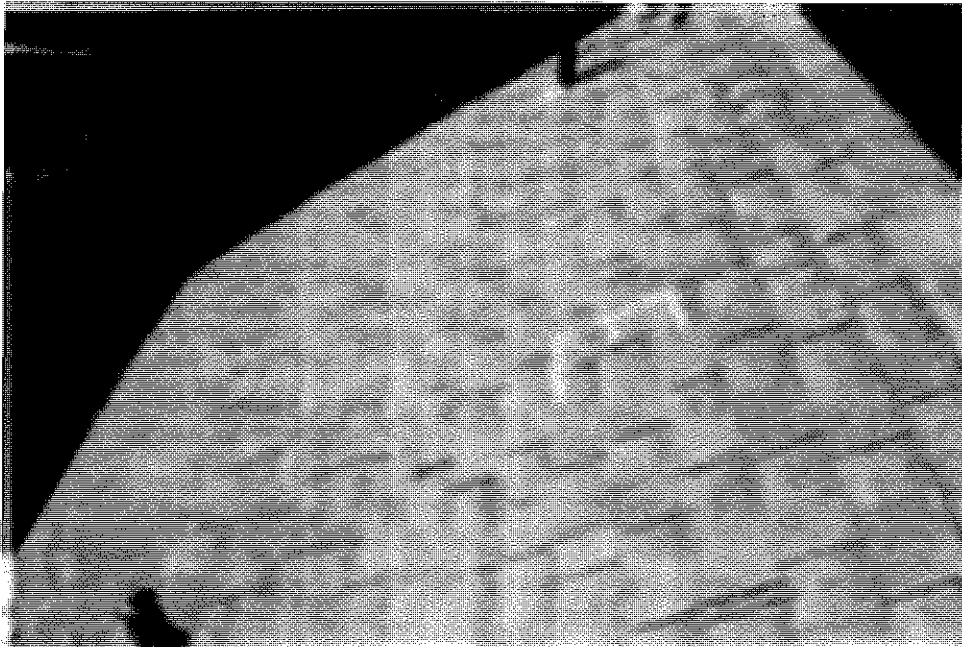


39. Non-continuous light source after darkening the room at the same time area.

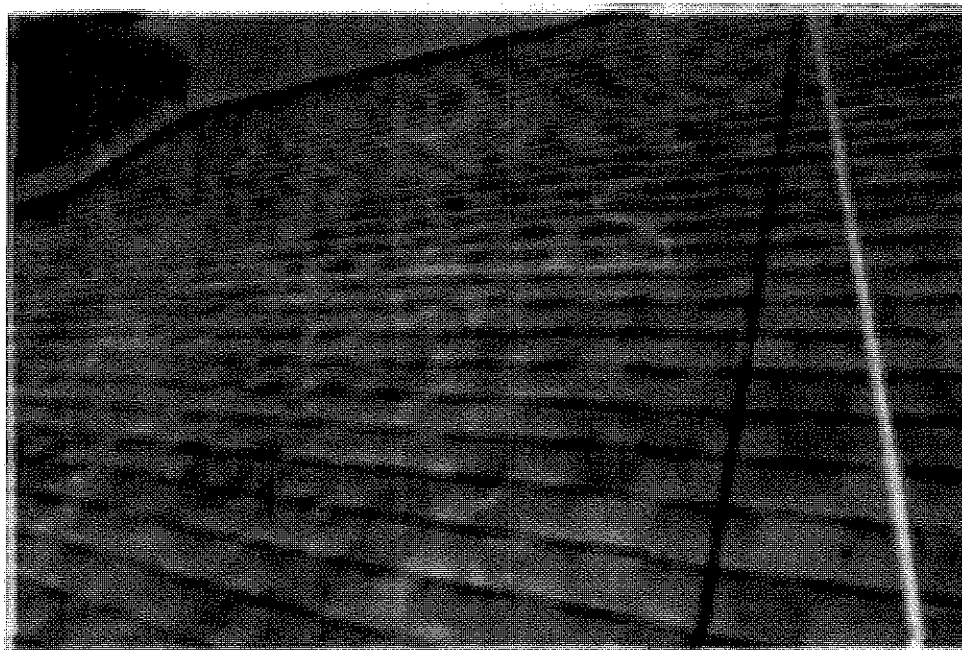


40. Surface anomaly in the west test area was coincident with a fractured reinforcing mat.

Helen Chandler Residence  
San Angelo, Texas  
Haag File: 0614000099-249/601



41. East test area.



42. South test area.

Helen Chandler Residence.  
San Angelo, Texas  
Haag File: 0614000099-249/601

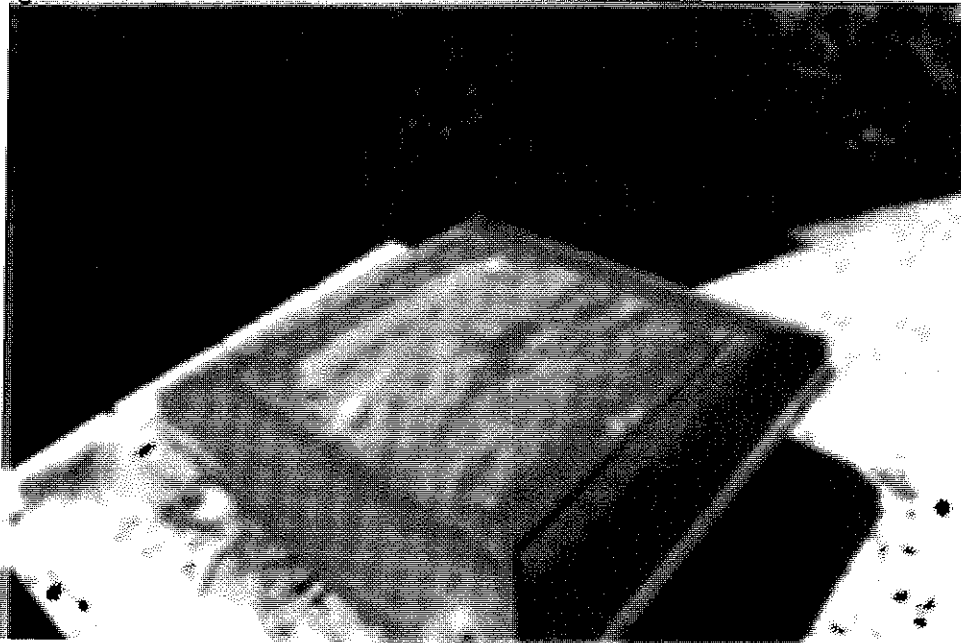


43.  mat.

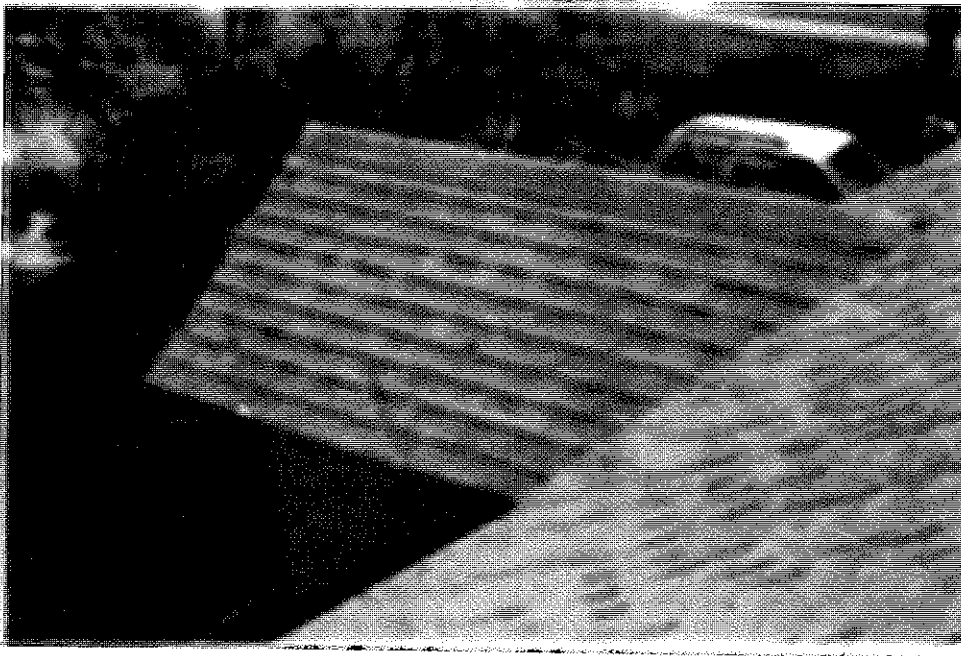


44. Dents in metal exhaust vent.

Helēn Chāndler Residence  
San Angēlo, Texas  
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45. Chimney vent cap was not dented.

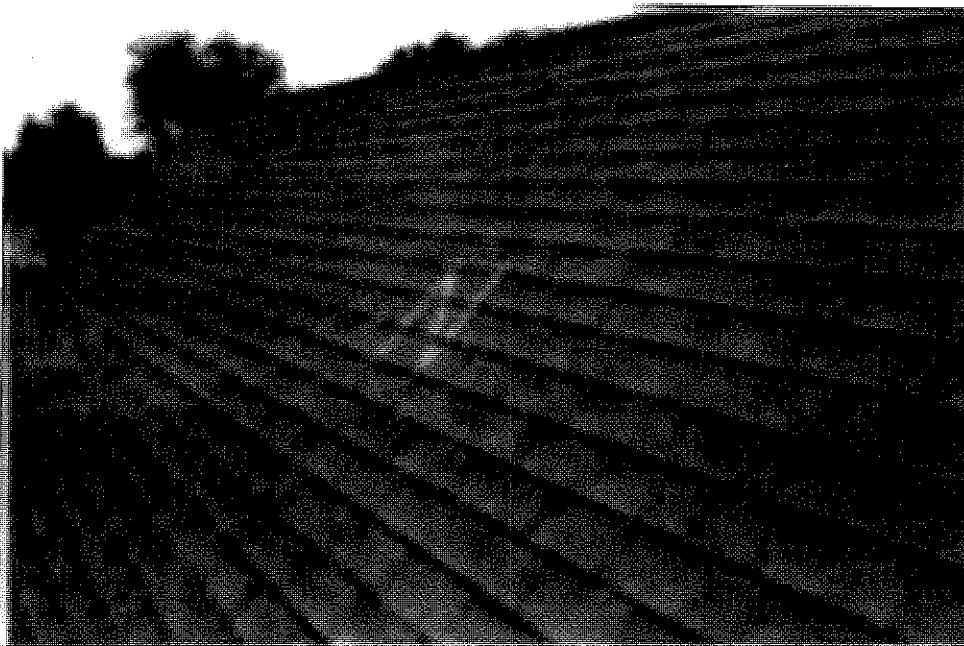


46. Tree abraded shingles on the front slope east dormer.

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47. Flooring cement on the floor.

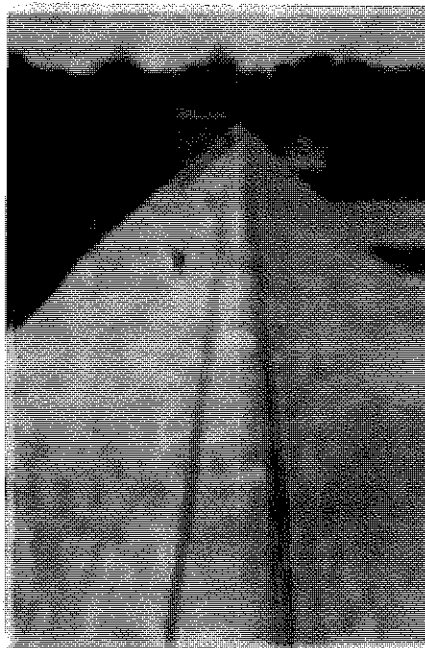


48. North test area.

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49. mat. ing



50. Roof main ridge.



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51. Surface anomaly in the ridge cap.



52. Removed tree limb on the rear elevation.



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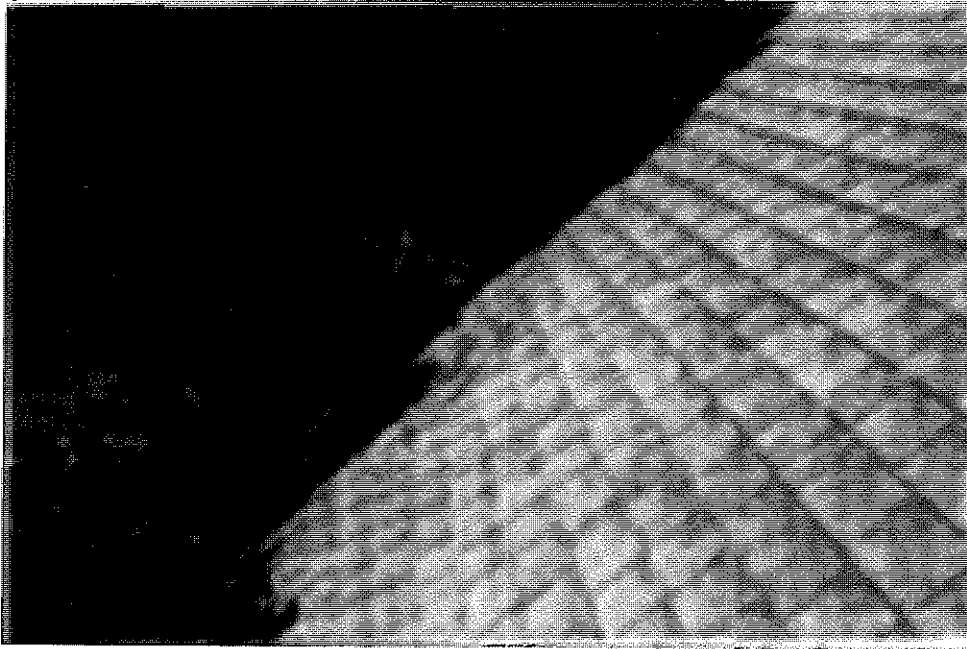


53. Close up of tree trunk.

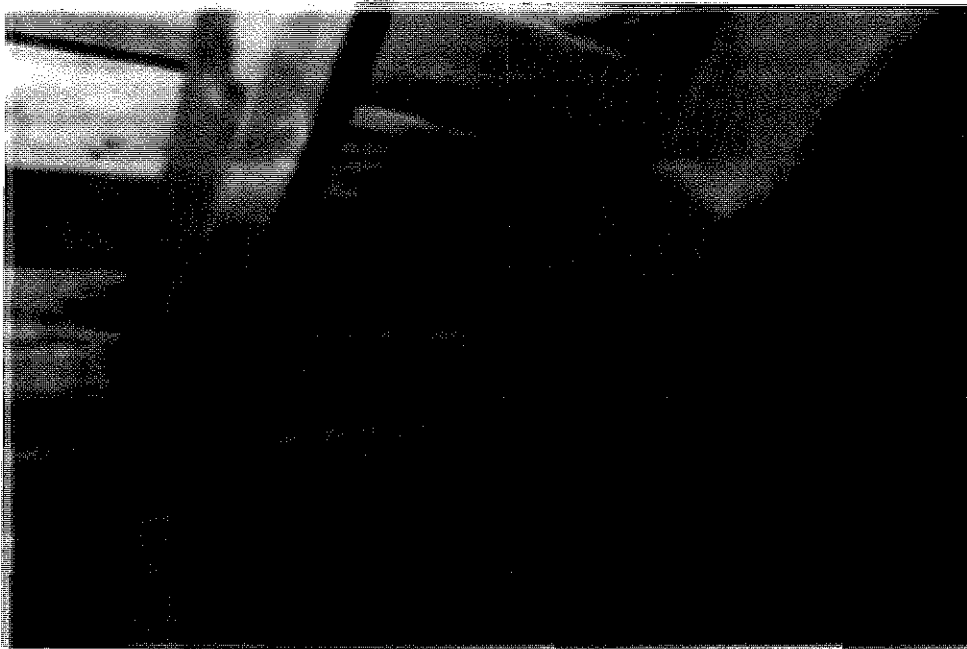


54. Tree-abraded shingles on the rear slope west end.

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55. Another view of the tree abraded shingles on the rear slope west end.



56. Rotted decking beneath the tree abraded shingles.